

1 CASE #11-7-3476

NOVEMBER 17 1967

RECEIVED 3:15 p.m.

JAN 26 1981

- - - TEAMSTERS LOCAL 70

4 LOCAL 70, Oakland, California, and

5 MARCH TRANSPORTATION

7 MAIN COMMITTEE

8 UNION COMMITTEE:

EMPLOYER COMMITTEE:

9 VERNE MILTON  
10 FRED HOFMANN  
11 GEORGE KING

R. S. McILVENNAN, Chairman  
BEN THROOP  
PAUL JAMES

11 APPEARANCES:

12 JOE ARINO and LOU RIGA appeared on behalf of the Union.

13 BILL HOSTETTER appeared on behalf of the Employer.

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16 CHAIRMAN McILVENNAN: All right, we are ready to go.

17 MR. ARINO: This is a vacation claim. There's three  
18 employees involved. One was a James Stanley. The man took a  
19 vacation, I believe it was eight days. Then the Company refused  
20 to pay the man vacation because they told the man, "It's not  
21 your anniversary date." After the Company told the man he  
22 could take a vacation.

23 The man still to this day was not paid his eight days'  
24 vacation.

25 Another man, I believe it was Mr. Haley, put in for his  
26 vacation. And the Friday he was set to leave for his vacation



1 he was told by Mr. Hostetter that he's not entitled to take a  
2 vacation, the night before he's set to leave.

3 And another one, Auclair, it's the same way. He put in  
4 for it and they said he was not entitled to it after he put in  
5 for his vacation.

6 Now sometime ago, about a year ago, a year and a half ago,  
7 they had some terminal manager down there by the name of Ron  
8 Gritsch. And he told the employees to take your vacation, like  
9 I think, it was Stanley started in June--January. They told him  
10 in July to take one week of his vacation and the man did. And  
11 the Company is stating that the man does not have enough vaca-  
12 tion coming. And the Union feels that is wrong.

13 Now, Lou, do you want to add anything to it? Because you  
14 know about this.

15 MR. RIGA: Yes, I would. Back in the latter part of '66  
16 when I was the agent there things get slow and what they would  
17 do is they'd ask the man, "Okay. Rather than lose a day's  
18 pay, would you like to take your vacation?"

19 The fellows would take their vacation and they would pay  
20 them all the vacation. And then at their anniversary date they  
21 would get paid the moneys that they weren't paid at the time  
22 they took their vacation. And this was the practice that has  
23 been in force all along.

24 CHAIRMAN McILVENNAN: Okay. The Company.

25 MR. HOSTETTER: The point we are trying to make here is  
26 that we are trying to hold the men to their anniversary dates.



1           For instance, if they started January 1st '66, they earn  
2 twelve days the first year up to January the 1st '67. Then  
3 after that anniversary date they can take their twelve days  
4 when and if they want to as long as it's agreeable between  
5 management and labor.

6           What we're talking about here is that a man, his example,  
7 Jack Haley, had earned approximately five days' vacation from  
8 January the 10th to July, or whatever it may be, in other words,  
9 a prorated portion. He wanted to take this vacation, this six  
10 days. And we told him, no.

11           And furthermore, we discussed this with the business  
12 agent and the stewards. In January--in April, we had about four  
13 different meetings. The men all knew of the Company's stand,  
14 that we were going to hold the man to the anniversary date.

15           I claim that the Union, the business agent or the stewards,  
16 as the case may be, did not inform the men. All the men knew of  
17 this stand. So we're not denying the men their vacation. We  
18 are simply stating that we want them to wait until their  
19 anniversary date.

20           Now these three men involved have peculiar anniversary  
21 dates in that they fall, or at least two of them, fall, for  
22 instance, in the months of October and November. Which means  
23 that they would like to take their vacation possibly in the  
24 summertime as we would all like to do. And we've got about  
25 three men involved. The rest of them we have no problem with  
26 because their anniversary dates fall in April, May, June and so



1 on and so forth. And they can take their vacations during the  
2 desirable time of the year.

3 And our stand is that we wish to hold the men to the  
4 anniversary date and then they can take their accrued vacation  
5 any time thereafter.

6 MR. HOFMANN: You are talking about those with less than  
7 one year or those over one year of service? Are you talking  
8 about those less than one year or those with one or more years  
9 of service?

10 MR. HOSTETTER: Well, actually, Mr. Hofmann, it's both.  
11 Because the example of Jack Haley, whose anniversary date is  
12 January 10 1966, had over a year but he had already taken his  
13 vacation he earned after January 1st but he had five more days  
14 he had earned from January of this year up to June. So we're  
15 not necessarily talking about the length of service.

16 MR. RIGA: Could I clarify that on Jack Haley?

17 Jack obtained his seniority in January '66. And in the  
18 month of June the Company allowed him to take those days that  
19 were accrued, and he did. Now January this year he wanted to  
20 do the same thing in the summer month. And the Company refused  
21 this. And all he wants is the same privilege.

22 CHAIRMAN McILVENNAN: He can't take more in the summer  
23 than he has earned, can he?

24 MR. RIGA: He can, except he wouldn't get paid until his  
25 anniversary date.

26 MR. HOFMANN: The first year he can't take any accrued



1 vacation, the first year, the way I understand it.

2 MR. RIGA: Before they did it.

3 MR. HOFMANN: No. But you talk about a guy, like October  
4 or November, you can't take a vacation from October through  
5 February. But say, in July the guy has one year, he's going on  
6 his second year. He is entitled to twelve days. And say, he  
7 is entitled according to seniority to take it in July or in  
8 August. He would get his twelve days off but he would only  
9 get the amount of money that's entitled to him. Then on his  
10 anniversary date he'll get the balance of his money with no  
11 days off. That's the way we've always worked it.

12 CHAIRMAN MCILVENNAN: Is that the way this Company has  
13 done it?

14 MR. ARINO: No. They haven't paid the men.

15 CHAIRMAN MCILVENNAN: Previously?

16 MR. RIGA: Previously, yes, they paid the men accrued  
17 vacation.

18 MR. HOSTETTER: It was done previously. I haven't always  
19 been the manager here. But there were some facts involved,  
20 too. Where we just started, there were times when freight was  
21 light and rather than lay the men off, the previous manager  
22 to me had given them the opportunity of taking their prorated  
23 vacations.

24 CHAIRMAN MCILVENNAN: Did your Company have this practice  
25 of letting them take the accrued vacation?

26 MR. HOSTETTER: They did do it, Mr. King, before.



1 CHAIRMAN McILVENNAN: Executive session.

2 (Executive session.)

3 MR. KING: I move [that the employee cannot demand accrued  
4 vacation within his first twelve months of employment unless  
5 the Employer gives it to him. After the first year of employ-  
6 ment, regardless of the anniversary date, the employee can  
7 take his full vacation according to his seniority but shall  
8 only receive vacation pay at that time prorated to the date  
9 the vacation is taken, and shall receive the balance of  
10 vacation pay due at his anniversary date.]

11 MR. HOFMANN: Second the motion.

12 (Motion carried.)

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MINUTES OF MEETING  
JOINT WESTERN AREA COMMITTEE  
NOVEMBER 13, 14, 15, 16, 17, 1967  
INTERNATIONAL INN  
SOUTH SAN FRANCISCO, CALIFORNIA

The Joint Western Area Committee convened at 2:00 p.m., Monday, November 13, 1967 at the International Inn in a joint session of the Full Committee of both Employer and Union Representatives.

Under the rotating Chairmanship rule of the committee, the Employers named as Chairman of the Joint Committee, Mr. R. S. McIlvennan.

1. The Minutes of the previous meeting of the Joint Western Area Committee in the sessions of August 14, 15, 16, 17, and 18, 1967, were approved as corrected in Case #8-7-3105.

NOTE: In Case #8-7-3105 the Minutes of the August, 1967 JWAC as distributed read, "M/m/s/c/ that the Company's request to close its Lone Pine terminal be approved; that the employee presently at Lone Pine be moved to Bishop with super-seniority on the heavy duty run to Lone Pine under the provisions of Article 5, Section 5 (E); that he have company seniority for lay-off and vacation purposes and station seniority at Bishop for other work collection purposes."

It was regularly moved, seconded, and carried that the word "COLLECTION" be stricken in the Transcript and the word "SELECTION" be substituted therefor.

Please correct your Minutes accordingly.

2. Discussion of cases filed with the Joint Western Area Committee after deadline date.
3. The November, 1967 Agenda was approved as revised.
4. The previous committees remained the same.
5. Correction in 1967-1970 Office Employees Supplement.

In the printing of the Office Workers Supplement it was agreed that the first sentence of Article 48, Section 4 (Rest Periods) should read as follows:  
"All employees shall be granted a 15 minute rest period in the first half of his shift and a 15 minute rest period in the second half of his shift."

6. It was regularly moved, seconded and carried that the three groups of cases involving Funeral Leave, the Strike-Lockout situation and Ammunition hauls be referred to a sub-committee for disposition.

It was agreed to by the parties that the effective date of the Funeral Leave clause for the Western Conference is April 1, 1967.

7. The following agreed to understanding between Joint Council #42 and the California Trucking Association governing "Sub-Contracting" as it applies to Joint Council #42 was read into the record.



7. (Continued)

"Memorandum Of Understanding" - September 29, 1967"

"It is a violation of the City Pick-Up and Delivery Contract for a carrier to farm out pick-up and delivery work in areas encompassed by established city routes except in situations where equipment is not available or to handle overflow freight.

"It is not a violation of the above to farm out work where there is a split tariff on record outside of such areas as stated above with the understanding the carrier shall be required to add an additional run or runs to cover such operations if and when the volume becomes sufficiently of record to justify such operations. However, the Employer may continue to deliver large marks and substantial loads of freight in such areas with their own drivers and equipment.

"Bona fide interline arrangements and reciprocity between carriers may be continued as has been permitted by past practice."

8. A committee consisting of E. J. McCarthy, Don Slaybaugh, Verne Milton, and Ernie Hinchler was appointed to investigate the hotel accommodations available in San Francisco to hold the future meetings of the Joint Western Area Committee.
9. The Full Committee Meeting adjourned at 3:40 p.m.



# CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Watson-Wilson Transportation  
5-5-1963

Change of Operations Clarification Local involved: 180, Los Angeles, California

Request for clarification of JWAC Case #5-5-1963.

DISPOSITION: Postponed.

Case # Local 104, Phoenix, Arizona  
8-5-1972 Local 180, Los Angeles, California  
Local 468, Oakland, California  
Local 961, Denver, Colorado

Change of Operations Clarification August 12, 1965, Navajo requested a Change of Operations, Case #8-5-1972, in which they requested that three units be redomiciled from Oakland, California to Denver, Colorado, and run Denver to Oakland, and on occasion via Phoenix, Arizona. The drivers being members of Local 468 were to be given a choice of going to Albuquerque or Los Angeles, or Denver, Colorado. Local 961's position is that the three units that were to be redomiciled in Denver, Colorado as per Change of Operations #8-5-1972 be redomiciled to Denver, Colorado.

DECISION: (Change of Operations Committee-Transcript Page 125 - 11/15/67) M/m/s/c/ that it is the determination of this committee that the Company has not complied with the decision made on August 12, 1965 granting the change requested by the Company, since the Company has failed to place three additional power units in Denver. However, subsequent approved operational changes have rendered the matter moot.

Case # Navajo Freight Lines, Inc.  
5-7-2930

Interpretation Locals involved: 180, Los Angeles, California  
#8-4-1462 961, Denver, Colorado

Local 180 is taking the position that Navajo Freight Lines is in violation of the Change of Operations decision. Whereas, they are only allowed two trucks on the Denver-Los Angeles run. They are using an excess amount of trucks on this run, pulling loads that are destined for other points other than Denver.

DECISION: (Change of Operations Committee-Transcript Page 144-11/15/67) M/m/s/c/ that since the parties have failed to sit down and work out an agreement, as directed by this committee on May 9, 1967, it is the determination of this committee that subsequent changes of operations approved by the Central States Committee have modified the decision of this committee in Case #8-4-1462, and accordingly, the following rules shall apply: (1) The Company is not restricted to any particular number of power units or teams domiciled at Denver which may run into Los Angeles. (2) Denver teams on lay at Los Angeles shall have preference on Denver area and Omaha destined loads out of Los Angeles. (3) If there are no such loads available, such Denver teams shall be dispatched out of Los Angeles in accordance with the provisions of Article 54, Section 3 (a) of the Western States Area Over-The-Road Supplemental Agreement, except that such dispatches must break at Denver.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Pacific Motor Trucking (Freight and Mail)  
5-7-3090

Change of Operations Clarification Local involved: 224, Los Angeles, California  
Local 224 on behalf of its members employed at Pacific Motor Trucking Company (Freight and Mail Divisions) does hereby take the position that the Company (P.M.T.) has not complied with the JWAC Case #5-7-3090, and the position of Local 224 is that by non-compliance and the facts as they are of this date do not substantiate the Company's original position, are not actually in effect as of this date .

DECISION: (Change of Operations Committee-Transcript Pg.2-11/14/67)  
M/m/s/c/ in view of the fact that the Company has not implemented the decision that this committee made on May 10, 1967 in Case #5-7-3090, that decision is hereby rescinded without prejudice.

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Case # Certified Freight Lines, Inc.  
11-7-3307

Change of Operations Locals involved: 85, San Francisco, California  
224, Los Angeles, California  
287, San Jose, California  
381, Santa Maria, California

This is to request a Change of Operations resulting in the closing of Certified Freight Lines' San Jose terminal.

DISPOSITION: Withdrawn.

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Case # Consolidated Copperstate Lines  
11-7-3308

Change of Operations Locals involved: 104, Phoenix, Arizona  
180, Los Angeles, California  
224, Los Angeles, California  
310, Tucson, Arizona  
941, El Paso, Texas

The Company is at present under 8-61-775, running sleeper teams between Los Angeles and El Paso, Texas. We wish to vacate and set aside this decision and, in lieu thereof, revert to the provisions of the National Master Freight Agreement and Western States Area Over-The-Road Supplemental Agreement.

DECISION: (Change of Operations Committee-Transcript Page 231-11/15/67)  
M/m/s/c/ that the operational change requested in Case #11-7-3308 be approved as amended and clarified on the record, to be effective immediately.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Consolidated Freightways  
11-7-3309

Change of Operations Locals involved: 70, Oakland, California  
180, Los Angeles, California  
208, Los Angeles, California  
224, Los Angeles, California  
357, Los Angeles, California  
468, Oakland, California  
542, San Diego, California

Consolidated Freightways has received temporary authority to operate Aetna Freight Lines. In the take-over Consolidated has merged the Aetna and Consolidated Freightways terminals in San Leandro and Los Angeles. Consolidated Freightways is requesting approval of the JWC of the action taken by the Company and the locals involved.

DECISION: (Change of Operations Committee-Transcript Pg.95 - 11/14/67)  
M/m/s/c/ that the action of the Company and the Local Unions as indicated on the record is ratified and confirmed.

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Case # Consolidated Freightways  
11-7-3310

Change of Operations Locals involved: 81, Portland, Oregon  
162, Portland, Oregon

At the present time, Consolidated Freightways' Bulk Commodity Division has a Bulk Commodity Operation and a Dry Cement Operation operating from the same terminal in Portland, Oregon. It is the Company's intent and desire to combine these operations into one and merge the seniority lists accordingly.

DISPOSITION: Postponed.

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Case # Di Salvo Trucking Co.  
11-7-3311

Change of Operations Locals involved: 150, Sacramento, California  
287, San Jose, California

Di Salvo Trucking Co. now has an existing line run from San Jose to Sacramento, via San Francisco, Oakland through Stockton, and back the same way to San Jose. This run is done by one driver.

The Company has now added Salinas to our system. We would like to change our operation regarding this run, and now run from Sacramento to Salinas, using two drivers, one going each way every night.

The run will start at Sacramento and end in Salinas. Driver will lay over in Salinas and go back to Sacramento after his layover.

DECISION: (Change of Operations Committee-Transcript Page 226-11/15/67)  
M/m/s/c/ that this operational change has been agreed to by the parties and there is a statement to that effect in the committee file. Accordingly, the Chair has ruled that the rules have been complied with and the change is made a matter of record.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Garrett Freightlines, Inc.  
11-7-3312

Change of Operations Locals involved: 81, Portland, Oregon  
699, Aberdeen, Washington  
741, Seattle, Washington

Garrett Freightlines, Inc. requests approval to operate the turn schedules between Portland and Seattle via Aberdeen when necessary to handle overflow freight to or from Aberdeen.

DECISION: (Change of Operations Committee-Transcript Page 254-11/16/67)  
M/m/s/c/ that the application for request of Change of Operations in Case #11-7-3312 be approved as clarified on the record, and that such change may be effected immediately.

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Case # Garrett Freightlines, Inc.  
11-7-3313

Change of Operations Locals involved: 45, Great Falls, Montana  
190, Billings, Montana  
983, Pocatello, Idaho

Garrett Freightlines requests approval to eliminate a Boulder, Montana to Great Falls and return turnaround run, and run through from Pocatello to Great Falls in one division. We presently operate Pocatello to Boulder, Boulder-Great Falls turn.

DECISION: (Change of Operations Committee-Transcript Page 274-11/16/67)  
M/m/s/c/ that the operational change requested in Case #11-7-3313 be approved as clarified on the record, and that any Montana driver displaced as a result of the change and the application of Montana State seniority rules be offered employment opportunities at Pocatello, Idaho, under the provisions of Article 5, Section 5 (b) (2), the change to be effected no sooner than January 8, 1968, unless the Boulder driver elects to accept employment elsewhere prior to that time, in which event the change may be effected sooner.

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Case # Garrett Freightlines, Inc.  
11-7-3314

Change of Operations Locals involved: 2, Butte, Montana  
190, Billings, Montana  
448, Missoula, Montana  
551, Lewiston, Idaho

Garrett Freightlines requests the right to: (1) Eliminate the Lewiston to Missoula run. (2) Eliminate the Butte-Missoula turn. (3) Establish a Lewiston-Butte run five days per week. Drivers to be based in Lewiston.

Displaced driver at Butte will be handled in accordance with the appropriate provision of the labor agreement, or may exercise his seniority for work opportunities at other stations in Montana.

DECISION: (Change of Operations Committee-Transcript Page 286-11/16/67)  
M/m/s/c/ that the operational change requested in Case #11-7-3314 be approved as clarified on the record; that the Butte-Missoula turnaround driver be entitled to claim one of the bids on the Lewiston-Butte run under the provisions of Article 5, Section 5 (e). But in the event he does not elect to claim such bid, any Montana driver displaced as a result of the change shall be offered employment opportunities at Lewiston, Idaho, under the provisions of Article 5, Section 5 (b) (2); the change to be effective no sooner than January 8, 1968.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Garrett Freightlines, Inc.  
11-7-3315

Change of Operations Locals involved: 190, Billings, Montana  
448, Missoula, Montana  
690, Spokane, Washington

Garrett Freightlines requests the right to: (1) Eliminate the Spokane to Helena run. (2) Eliminate the Missoula-Kalispell turn. (3) Establish a Spokane to Kalispell run five days per week. Drivers to be based at Spokane.

DECISION: (Change of Operations Committee-Transcript Page 299-11/16/67)  
M/m/s/c/ that the request for a change of operations in Case #11-7-3315 be approved as clarified on the record and that any driver displaced as a result of this change shall be offered work opportunities at Spokane in accordance with Article 5, Section 5 (b) (2); the change to be effectuated no sooner than January 8, 1968.

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Case # Garrett Freightlines, Inc.  
11-7-3316

Change of Operations Locals involved: 483, Boise, Idaho  
556, Walla Walla, Washington

Garrett Freightlines, Inc. requests approval to eliminate a turnaround run from Walla Walla, Washington to Baker, Oregon and return, and establish a through run from Boise, Idaho to Walla Walla.

DECISION: (Change of Operations Committee-Transcript Page 247-11/16/67)  
M/m/s/c/ that the request for change of operations in Case #11-7-3316 be approved; that the displaced driver in Walla Walla be offered the right of moving to Boise to work Boise-Walla Walla; and that his seniority be established under Article 5, Section 5 (e); the move to be effected no earlier than January 8, 1968.

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Case # Garrett Freightlines, Inc.  
11-7-3317

Change of Operations Locals involved: 483, Boise, Idaho  
690, Spokane, Washington  
900, Pendleton, Oregon

Garrett Freightlines requests the right to eliminate the turnaround run from Baker to Boise to Baker. Operate a through-schedule between Spokane and Boise with one driver based in Spokane and one driver based in Boise. Displaced drivers will be handled in accordance with the appropriate provisions of the labor agreement.

DISPOSITION: Postponed.

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # 11-7-3318 Garrett Freightlines, Inc.

Change of Operations Locals involved: 81, Portland, Oregon  
699, Aberdeen Washington  
741, Seattle, Washington

Garrett Freightlines, Inc. requests approval to run Portland, Oregon to Bellingham, Washington schedules via Aberdeen, Washington enroute to drop or pick up freight when necessary to maintain load factor in both directions.

DECISION: (Change of Operations Committee-Transcript Page 258-11/16/67)  
M/m/s/c/ that the application for request of change of operations in Case #11-7-3318 be approved as clarified on the record, and that such change may be effected immediately.

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Case # 11-7-3319 Garrett Freightlines, Inc.

Change of Operations Locals involved: 81, Portland, Oregon  
483, Boise, Idaho  
900, Pendleton, Oregon

Garrett Freightlines requests the right to operate as follows:

- (1) Two schedules per day, five days per week through from Portland to Boise. Drivers to be based in Portland.
- (2) One schedule per day, five days per week from Portland to either Payette, Caldwell or Boise. Drivers to be based at Portland.
- (3) One schedule per day, five days per week from Boise to Portland. Drivers to be based in Boise.

DECISION: (Change of Operations Committee-Transcript Page 262-11/16/67)  
M/m/s/c/ that the operational change in Case #11-7-3319 be approved as clarified on the record, with the following provisos: (1) The two through runs from Boise to Portland shall be offered on a seniority basis to the present Boise drivers who are running to Boardman, and the successful bidders shall hold seniority on those runs under Article 5, Section 5 (e). (2) The two Portland drivers who are presently running to Baker shall be extended to Payette and shall not be otherwise disturbed. (3) The drivers displaced at Boardman, Baker and Boise shall be placed on a list in the order of their present driving seniority dates and the four Portland-Boise runs shall be offered to those drivers in accordance with their position on that list. The successful bidders shall go to Portland and their seniority there shall be under the provisions of Article 5, Section 5 (e). (4) Any remaining displaced driver shall be offered employment opportunities at other terminals in the Company ahead of new hires. (5) This change shall be effectuated no sooner than January 8, 1968.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Haslett Company  
11-7-3320

Change of Locals involved: 70, Oakland, California  
Operations 85, San Francisco, California

Haslett Company requests the following changes:  
(1) Marin County run now started in San Francisco to be started in Oakland - one man. (2) Break out of Los Angeles and Sacramento schedules now being done in San Francisco to be done in Oakland - 2 men. (3) Delivery of Oakland origin freight now being done by San Francisco to be done by Oakland - one man.

DISPOSITION: Withdrawn.

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Case # Helphrey Motor Freight, Inc.  
11-7-3321

Change of Locals involved: 524, Yakima, Washington  
Operations 741, Seattle, Washington

We wish to apply for a Change of Operations to redomicile in Seattle, the bid driver now domiciled in Yakima, and driving the Yakima-Seattle turn.

DECISION: (Change of Operations Committee-Transcript Page 62-11/14/67) M/m/s/c/ that in Case #11-7-3321 the Company's original request to redomicile its Yakima-Seattle-Yakima turnaround from Yakima to Seattle is approved, to be effective no sooner than December 15, 1967. The present Yakima bid driver (Evans) shall be entitled to move to Seattle under the provisions of Article 5, Section 5 (e) of the National Master Freight Agreement. In the event he does not elect to move, the position in Seattle shall be offered to the other drivers on a seniority basis under the provisions of Article 5, Section 5 (b) (2). The amended portion of the Company's request is denied.

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Case # Lee Way Motor Freight, Inc.  
11-7-3322

Change of Locals involved: 310, Tucson, Arizona  
Operations 941, El Paso, Texas

The Company proposes the following new operation:  
(1) The Company proposes to eliminate this schedule.  
(2) The Company proposes to eliminate Bisbee-Douglas, Arizona as a break point and operate these schedules from El Paso to Tucson via Bisbee-Douglas, five nights per week, Monday through Friday, and returning over the short route via Willcox, Arizona after their normal rest period, or back via Bisbee-Douglas, if tonnage justified.

DECISION: (Change of Operations Committee-Transcript Page 80-11/14/67) M/m/s/c/ that the operational change be approved as clarified by the Company on the record, to be effective no sooner than December 1, 1967; that the through runs from El Paso to Tucson be offered to the three El Paso drivers involved on a seniority basis; and that the displaced Tucson driver be offered employment opportunities at El Paso under Article 5, Section 5 (b) (2) of the National Master Freight Agreement.

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # McKeown Transportation Co. Inc.  
11-7-3323

Change of Locals involved: 467, San Bernardino, California  
Operations 692, Long Beach, California

McKeown Transportation Co. Inc. is planning in accordance with Article 5, Section 5 of the National Master Freight Agreement, to open a new branch at Wilmington, California with some work and equipment to be transferred from Fontana, California. We respectfully request that in accordance with Article 5, Section 7 of the National Master Freight Agreement that the Change of Operations Committee clarify the proper method of offering voluntary transfers to drivers presently located at Torrance and Fontana.

DECISION: (Change of Operations Committee-Transcript Page 240-11/16/67)  
M/m/s/c/ that the proposed change be approved and that the new positions at Wilmington be offered on a seniority basis to the present employees on the Fontana seniority list under the provisions of Article 5, Section 5 (a) (1) of the National Master Freight Agreement.

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Case # Navajo Freight Lines, Inc.  
11-7-3324

Change of Locals involved: 180, Los Angeles, California  
Operations 224, Los Angeles, California  
492, Albuquerque, New Mexico

The Company proposes to discontinue the single man runs from Los Angeles, California to Phoenix, Arizona and return. The loads will be handled by sleeper teams. There may be an occasion when it will be necessary to run a single man from Los Angeles. If this occurs, the run will be operated from the extra board. The displaced drivers at Los Angeles will be permitted to exercise their terminal seniority on sleeper runs at Los Angeles. There will be no redomicile of men or equipment.

DECISION: (Change of Operations Committee -Transcript Page 41-11/14/67)  
M/m/s/c/ that the request for change of operations in Case #11-7-3324 be denied.

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Case # Navajo Freight Lines, Inc.  
11-7-3325

Change of Local involved: 961, Denver, Colorado  
Operations

The Company proposes the following Change of Operations: Discontinue one bid run from Denver, Colorado to Pueblo, Colorado, and/or Colorado Springs, Colorado. The displaced driver will be permitted to exercise his seniority as provided for in the Over-The-Road Freight Agreement to bid on other runs at Denver. There will be no redomiciling of drivers or equipment.

DECISION: (Change of Operations Committee-Transcript Page 179-11/15/67)  
M/m/s/c/ that the Company's request for change of operations in Case #11-7-3325 be denied.



# CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Paxton Trucking Company  
11-7-3326

Change of Operations Locals involved: 70, Oakland, California  
224, Los Angeles, California  
467, San Bernardino, California  
468, Oakland, California  
439, Stockton, California  
542, San Diego, California

(1) (a) Economic reasons, central dispatching and closeness of Fontana to the home terminal, it is desired to abandon the line operation out of Fontana. Line drivers and central dispatch to be based at Montebello. (b) It is further the Company's proposal the line board of 20 drivers at Montebello be maintained. The displaced personnel who elect to transfer from Fontana to Montebello will be offered employment in that operation in accordance with the seniority provisions of the existing labor agreements, with the stipulation the Montebello line board does not exceed the 20 positions now existing. (2) Stockton no change proposed. Company will maintain present local and short line operation. (3) San Leandro - same as (2) above, no change in present operation. (4) Fontana - local operation to be continued.

DECISION: (Change of Operations Committee-Transcript Page 102-11/14/67)  
M/m/s/c/ that the Company's application for change of operations in Case #11-7-3326 be denied without prejudice.

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Case # Local 224 - Los Angeles, California  
11-7-3327

Change of Operations Company involved: Ringsby Truck Lines

Clarification Local 224 requests a clarification of Change of Operations #6-1959. The specific question to be clarified is this: Does Ringsby Truck Lines have the right to establish the use of sleeper cabs domiciled in Los Angeles without permission of the Joint Western Area Committee Change of Operations Sub-Committee?

DISPOSITION: Withdrawn.

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Walkup's Merchants Express  
11-7-3328

Change of Local involved: 684, Eureka, California  
Operations

We wish to advise of our decision to close terminal operations at Crescent City, California. This carrier would maintain its daily service to Crescent City and intermediate points by a direct delivery peddle run operating from our Eureka terminal, as presently all freight destined to Crescent City and Intermediates is relayed and/or re-handled through our Eureka terminal.

DECISION: (Change of Operations Committee-Transcript Page 36-11/14/67)  
M/m/s/c/ that the Change of Operations in Case #11-7-3328 be approved as clarified on the record, and that the two men who are involved in Crescent City shall be laid off and offered employment opportunities according to Article 5, Section 5 (b) (2) at Eureka; and furthermore, if available openings occur at other terminals of Walkup's Merchants Express System, they shall be afforded those openings one time only prior to employment of new employees.

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Case # Walkup's Merchants Express  
11-7-3329

Change of Locals involved: 70, Oakland, California  
Operations 85, San Francisco, California  
468, Oakland, California  
980, Santa Rosa, California  
490, Vallejo, California

We wish to advise you of this carrier's decision to close its Vallejo terminal. This operational change will result in the shifting of two peddle runs to our Santa Rosa terminal, viz: Clear Lake and St. Helena, Calistoga, and environs. The balance of the runs (i.e. Napa, Vallejo, Fairfield, and Travis AFB) will be serviced direct from our Oakland terminal. All present linehaul runs into or via our Vallejo terminal will be discontinued.

DECISION: (Change of Operations Committee-Transcript Page 25-11/14/67)  
M/m/s/c/ that the request for Change of Operations in Case #11-7-3329 be approved as clarified on the record.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Walkup's Merchants Express  
11-7-3330

Change of Locals involved: 85, San Francisco, California  
Operations 150, Sacramento, California  
468, Oakland, California

We request the following proposed change in operations involving our Chico area service. This carrier proposes to load freight from our San Francisco, Oakland, and Sacramento terminals directly to terminal facilities at Redding. Such loadings will include Redding and all points of service north as well as points south intermediate to Red Bluff and environs.

DECISION: (Change of Operations Committee-Transcript Page 29-11/14/67)  
M/m/s/c/ that the request for change of operations in Case #11-7-3330 be approved as clarified on the record.

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Case # Western Gillette, Inc.  
11-7-3331

Change of Local involved: 287, San Jose, California  
Operations

The Reno and Lake Tahoe freight out of San Jose has been phased out, and as a result, Western Gillette, Inc. is requesting that the short line operation be eliminated from the San Jose Terminal.

DECISION: (Change of Operations Committee-Transcript Page 227-11/15/67)  
M/m/s/c/ that the operational change requested in 11-7-3331 be approved as clarified on the record; that the displaced employee be afforded work opportunities at the San Jose terminal; that his seniority date on the local terminal list shall be as of the first day worked in local operations and that his company seniority shall prevail for fringe benefits.

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Western Gillette, Inc.  
11-7-3332

Change of Operations Locals involved: 150, Sacramento, California  
224, Los Angeles, California  
439, Stockton, California  
468, Oakland, California  
533, Reno, Nevada

- (1) Eliminate present operation between Oakland, California on the one hand and Reno, Nevada on the other, via Tahoe Valley, Sacramento and Stockton, California.
- (2) Operate turnaround schedules between Reno, Nevada on the one hand and Oakland, California on the other, via Sacramento and/or Stockton, California, with the prerogative to pick and drop in Sacramento and/or Stockton. We anticipate operating two schedules a night, five days a week, Monday through Friday; however, the availability of freight will determine the number of schedules per night and days per week.

Western Gillette proposes to operate these turnaround schedules, if this change is granted, on a mileage plus delay pay basis. Turn (Reno, Nevada-Oakland, Calif.) Around (Oakland, Calif.-Reno, Nevada) - 432 Miles. Turnaround Oakland, Calif. to Tahoe Valley via Stockton and/or Sacramento.

DECISION: (Change of Operations Committee-Transcript Page 204-11/15/67) M/m/s/c/ that the operational change in Case #11-7-3332 be approved as amended and clarified on the record, with the following provisos: (1) The two bid turnaround runs to be established in Reno shall be offered on a seniority basis to the five Oakland men who are currently bid to Reno, and the two successful bidders shall go to Reno with their seniority under the provisions of Article 5, Section 5 (e). In the event these two positions in Reno are not filled on the above basis, they shall be offered to the Oakland extra board, and the successful bidders shall go to Reno under the provisions of Article 5, Section 5 (b) (2). (2) That portion of the proposal requesting the elimination of the Sacramento to Reno run is denied. (3) That portion of the proposal requesting the closing of the Tahoe Valley terminal may be effectuated immediately. (4) That portion of the proposal redomiciling the men to Reno shall be effectuated not earlier than January 8, 1968. (5) That any Oakland-domiciled drivers displaced as a result of this change who are not afforded other work opportunities through agreement between Local 468 and the Company establishing additional bids shall be offered work opportunities elsewhere within the Company's system prior to the Company employing new employees.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Western Gillette, Inc.  
11-7-3333

Change of Locals involved: 104, Phoenix, Arizona  
Operations 224, Los Angeles, California

The Company proposes to eliminate Blythe, California as a relay point and requests that the four drivers presently domiciled there be re-domiciled in Los Angeles. We would request that the re-domiciled drivers who are presently on the Blythe-Phoenix common seniority board, be placed on the Los Angeles board to pull schedules from Los Angeles to Phoenix. We would request that the three Blythe break schedules from Los Angeles be abolished and that these drivers affected be allowed to exercise their seniority in accordance with the existing contract. (Refer to Item 3)

DECISION: (Change of Operations Committee-Transcript Page 198-11/15/67)  
M/ms/c/ that Case #11-7-3333, as amended on the record, be approved effective no sooner than January 8, 1968, and the seniority of the present Blythe-domiciled drivers will be redomiciled into Phoenix in accordance with the established seniority rules in effect within the territorial jurisdiction of Local 104.

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Case # Kings County Truck Lines  
11-7-3463

Change of Locals involved: 70, Oakland, California  
Operations 78, Oakland, California  
85, San Francisco, California  
302, Oakland, California

Request is hereby made for a Change of Operation from the Kings County Truck Lines, San Francisco operations address at 67 Loomis Street, San Francisco, to the new Kings County Truck Lines terminal at 4901 Tidewater Street, Oakland, California

DECISION: (Change of Operations Committee-Transcript Page 305-11/17/67)  
M/m/s/c/ that the operational change in Case #11-7-3463 be approved as clarified on the record that all employees holding seniority with the Company at the San Francisco terminal as of October 18, 1967 be offered employment at the new terminal in Oakland in accordance with Article 5, Section 5 (a) (1), the change to be effective immediately.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Shippers Transit, Inc.  
11-7-3464

Change of Locals involved: 87, Bakersfield, California  
Operations 150, Sacramento, California  
468, Oakland, California

The Company requests a Change of Domiciles for the line runs now based in Oakland and Sacramento to Bakersfield, California. At present the line runs are operated from Oakland and Sacramento to Covina with a layover at Covina and return to Oakland and Sacramento. The Company proposes to operate on the basis of a Bakersfield to Covina turn and a Bakersfield line to Oakland and Sacramento. Such line runs to Oakland and Sacramento shall be operated as line runs with a layover.

DECISION: (Change of Operations Committee-Transcript Page 58-11/14/67)  
M/m/s/c that in Case #11-7-3464 the Company's application be approved as clarified on the record.

---

Case # Tillie Lewis Food  
11-7-3489

Change of Local involved: 439, Stockton, California  
Operations

We request a determination of the seniority rights of the former drivers at Wilson Foods who elect to go on the driver seniority list of Tillie Lewis Foods as a result of the merger of the two companies.

DECISION: (Change of Operations Committee-Transcript Page 190-11/15/67)  
M/m/s/c that the three former drivers at Wilson Foods who elect to go on the driver seniority list at Tillie Lewis be dovetailed on that list on the basis of their full Company seniority; but if they elect not to transfer to that list, they shall remain on the Wilson Foods seniority list in their Company seniority positions, but shall thereafter have no further claim to driving work.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 839, Pasco, Washington, and  
11-6-2707 Consolidated Freightways (Bulk)

Tanker The Union's position is that all equipment 1964 or newer either have  
Dispute air conditioning or mechanical cooling system.

DECISION: (Main Committee - Transcript Page 525 - 11/16/67)  
M/m/s/c/ because of the complex situation in this case and because they are using  
sleeper cab equipment for single-man runs most of the time, that the Company does  
not have to equip all of the equipment at this time with air conditioners but sufficient  
air conditioners be installed to take care of their sleeper operations.

---

Case # Local 357, Los Angeles, California, and  
2-7-2798 Williams Transportation

P & D On or about 10/1/66, Williams Transportation Company hired a new  
Dispute employee for swamping on the day shift. This man has swamped for  
the Company over 60% of the time. This is a new position and starting  
time, it should be posted for bid as per the Union Contract so all  
seniority employees will have the opportunity to bid if they so desire.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 81, Portland, Oregon  
2-7-2803 Local 741, Seattle, Washington, and  
Portland-Seattle Auto Freight

O-T-R The position of Local 81 is that there will be no piggy-back operations  
Dispute out of Portland with the exception of empty trailers, without all drivers  
on Portland-Seattle seniority board working. Local 81 also contends  
that if empty trailers are piggy-backed into Portland from Seattle for  
loads to return to Seattle, all drivers must be protected before such  
trailers are pigged back to Seattle.

DISPOSITION: Withdrawn.

---

Case # Local 70, Oakland, California, and  
5-7-3049 Los Angeles-Seattle Motor Express

O-T-R Money claim. Union is claiming runaround for a local man because  
Dispute a sleeper team from Portland, Oregon by-passed the Oakland  
terminal and made deliveries at Sunnyvale.

DISPOSITION: Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 287, San Jose, California, and  
5-7-3062 California Cannery

O-T-R Pay claim for McEver. Union claiming overtime rate of pay for  
Dispute a shortline driver who worked on a Saturday in a higher pay scale area.

DISPOSITION: The Main Committee will hold jurisdiction until the February, 1968  
JWAC Meeting.

---

Case # Local 17, Denver, Colorado, and  
8-7-3107 I. M. L. Freight, Inc.

P & D Clyde Higby filing for two days funeral pay.  
Dispute

DISPOSITION: Referred to Sub-Committee on funeral leaves. Note: The Sub-  
Committee referred all funeral leave cases to the parties to be  
settled in accordance with the Funeral Leave Interpretation of the  
National Committee.

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Case # Local 357, Los Angeles, California, and  
8-7-3137 Sterling Transit

P & D On behalf of James Hairabedian: I am the only bid swamper at  
Dispute Sterling Transit, yet everytime I go to Pittsburg Paint, they send  
out a loader to relieve. Therefore I am claiming all hours of over-  
time after 4:30 p.m. worked by this loader who relieved me.

DECISION: (Committee for Local Operations - Transcript Page 21 - 11/14/67)  
M/m/s/c/ based on the particular facts in this case employee Hairabedian be paid  
\$49.40 for the time claimed.

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Case # Local 235, Orange, California, and  
8-7-3138 O.N.C. Motor Freight System

P & D Case #9569: A regular bid position on a start time was vacated by  
Dispute Jim Marriott who resigned. The position was never posted for  
bid and was filled by a casual. We are claiming the difference in  
pay from 3:00 a.m. which Darrell Dandie should have had and the  
10:00 a.m. start that he was on.

Case #9570: A regular bid position on a start time was vacated by  
Bill Case who resigned. The position was never posted for bid  
and was filled by a casual. We are claiming the difference in pay from  
3:00 a.m. which Donald Ware should have had and the 10:00 a.m.  
start that he was on.

DECISION: (Committee for Local Operations - Transcript Page 2 - 11/14/67)  
M/m/s/c/ based on the particular set of facts in this case, I move that employees  
Dandie and Ware be paid the difference in pay, if any, between what they earned and  
the junior employees assigned to the earlier shift earned.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
8-7-3139 Delta Truck Lines

P & D I would like to protest the swamping bid we now have. Bob Wilson  
Dispute who bid checker-loader-swamper 7:00 a.m., has been held on dock  
time and time again while hall men or other dock men with less  
seniority were sent out and also received overtime. Bid for swamp-  
ing in the past has always been swamper-loader-checker.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 357, Los Angeles, California, and  
8-7-3142 Transcon Lines

P & D Complaint by Valdez: My seniority was violated on the choice of  
Dispute weekend work. Company rules on the weekend bid are as follows:  
Once an employee has bid for weekend work he will not be permitted  
to alter his bid in any manner. Bid closes at 7:00 a.m. Friday.

DISPOSITION: Settled and Withdrawn.

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Case # Local 883, Hood River, Oregon, and  
8-7-3146 Lester Auto Freight, Inc.

Office Local 883 is in dispute with Lester Auto Freight, Inc. over their  
Dispute request for recognition as the bargaining agency for the Clerical  
Employees under the terms of the Master Freight Agreement. This  
is covered by Article 3, Section 2, non-covered unit.

DISPOSITION: Withdrawn.

---

Case # Local 70, Oakland, California, and  
8-7-3156 Pierce Freight Lines

Joint Casual, Tolefree, was dispatched as heavy driver. After completing  
Council #7 local delivery, Tolefree was returned to yard, was then sent to  
Dispute Colgate and worked until noon. At that time was brought back to  
terminal and clocked out. Claims full day's pay.

DISPOSITION: Postponed.

---

Case # Local 70, Oakland, California - Local 315, Martinez, California, and  
8-7-3160 Encinal Terminals

Joint Local 315 line driver made pick-ups and deliveries in Local 70's  
Council #7 jurisdiction. Requesting day's pay for Local 70 man.  
Dispute

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California - Local 315, Martinez, Calif., and  
8-7-3162 Encinal Terminals

Joint Union claims 315 men performing pick-up and delivery work in  
Council #7 Local 70 jurisdiction. Request pay for Local 70 man.  
Dispute

DISPOSITION: Settled and Withdrawn.

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Case # Local 180, Los Angeles, California, and  
8-7-3183 Illinois-California Express

O-T-R Local 180 takes the position that an unspecified number of claims for  
Dispute delay and work time which were the result of a change in dispatch  
procedures and equipment assignment - these changes were made  
without consultation with/or approval of the Local Union.

DISPOSITION: Settled and Withdrawn.

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Case # Local 222, Salt Lake City, Utah - Local 483, Boise, Idaho -  
8-7-3207 Local 983, Pocatello, Idaho - Local 976, Ogden, Utah, and

Master Intermountain Operators League  
Dispute I. M. L. Freight, Inc.  
Pacific Intermountain Express

Under the terms of the "Memorandum of Understanding on Riders"  
as agreed to in the recent negotiations, Joint Council #67 has not  
been able to come to any agreement with the Employers involved  
with the following Riders: Rider #327 (MS-77) Short Line Operations;  
Guide for classifying Dockmen, Loaders, Helpers & Checkers.  
Local 222 in behalf of Joint Council #67 requests the JWAC to resolve  
these issues.

DECISION: (Main Committee - Transcript Page 54 - 11/14/67)  
M/m/s/c/ that the subject case is subject to negotiations and properly before this  
committee, and it be referred back to the Local Unions and Joint Council within the  
area and the Operators League to conclude negotiations. And in the event they don't  
this committee will retain jurisdiction.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 235, Orange, California, and  
8-7-3216 Moisi & Son Trucking

O-T-R This involves Albert L. Torres. Claim is for wages, hours and  
Dispute subsistence. Claim is for approximately \$1,576.06.

DECISION: (Main Committee - Transcript Page 281 - 11/15/67)  
M/m/s/c/ that the man receive the holiday pay due him and vacation pay due him.  
The rest of the claim is denied.

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Case # Local 386, Modesto, California, and  
8-7-3223 Delta Lines

O-T-R Union claims pay for W. Want, C. J. Bowling and H. Olive when  
Dispute Company used line drivers to do local work.

DISPOSITION: Withdrawn.

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Case # Local 775, Denver, Colorado, and  
8-7-3240 Navajo Freight Lines, Inc.

Automotive Perl Peters protests the elimination of the bid working foreman's  
Dispute job and requests it be reinstated.

DECISION: (Main Committee - Transcript Page 450 - 11/16/67)  
M/m/s/c/ that if the man has continued to direct the work force as he did prior to  
April 1, 1967, he gets the premium pay.

---

Case # Local 980, Santa Rosa, California, and  
8-7-3247 Willig Freight Lines

Joint Union claims that a short line driver is making pick-ups in Local  
Council #7 980's local pick-up jurisdiction. Union claims three hours overtime  
Dispute pay for local freight driver who normally makes this pick-up.

DECISION: (Main Committee - Transcript Page 92 - 11/14/67)  
M/m/s/c/ based on the facts in this case the claim be denied.

---

Case # Local 287, San Jose, California, and  
8-7-3254 Encinal Terminals

Discharge Union is protesting the discharge of Beard for recklessness resulting  
in a serious accident while on duty on March 2, 1967.

DECISION: (Alternate Main Committee-11/17/67-C. L. O. Transcript Page 320)  
M/m/s/c/ that employee Beard be returned to work in his rightful seniority position  
as of November 20th and any pay claims are herewith denied and a warning notice be  
issued effective the date of the accident.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 692, Long Beach, California, and  
8-7-3258 Harbor Truck Lines

Discharge Local 692 takes the position that John L. Johnson was unjustly dismissed. We ask he be returned to work with full seniority and compensation for all time lost.

DISPOSITION: Settled and Withdrawn.

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Case # Local 45, Great Falls, Montana, and  
8-7-3276 Consolidated Freightways

P & D Union stated that on April 26, a Great Falls driver and Company  
Dispute Safety Supervisor went to Lincoln, Montana to transfer freight from a wrecked van to one which was brought in from Great Falls. The Union contends that men were hired at Lincoln, Montana and the Company should have taken men from the Great Falls terminal. Therefore the Company owes three men 8 hours each.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 287, San Jose, California, and  
8-7-3289 Universal Transport

Cement Union claims pay for driver Hackett when Company put him on layover  
Dispute when dispatched on a turnaround run. Claims \$74.05 due driver.

DISPOSITION: Settled and Withdrawn.

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Case # Local 533, Sparks, Nevada, and  
8-7-3292 Wells Cargo

O-T-R Union claims Company put out a letter discontinuing hill agreement  
Dispute and claims this is a violation. Union claims hill agreement is supplemental to the Over-The-Road Agreement and Company cannot withdraw Power of Attorney and discontinue unilaterally.

STIPULATED DECISION: (Main Committee - Transcript Page 317 - 11/15/67)  
The new Over-The-Hill Rider shall be the same as the Hill Rider agreed to at the meeting at Sparks Nugget on October 23rd regarding the Hill Agreement, with the exceptions of Paragraph 3, 4, and 5, which shall provide for miles and hours or trip rate, whichever is greater, on all runs which terminate in San Francisco, Oakland or Richmond. Retroactive to April 1, 1967.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 980, Santa Rosa, California, and  
8-7-3294 Willig Freight Lines

Joint Union claims that trailer loaded at Morgan Wood in Cloverdale should  
Council #7 be brought back to the terminal in Santa Rosa by a Local Pick-Up  
Dispute and Delivery man, and the short line out of Fort Bragg would pick  
up at terminal and take on to San Francisco. Union wants a day's  
pay for each violation.

DISPOSITION: (Main Committee - Transcript Page 79 - 11/14/67)  
This case is referred back to the parties and the committee will retain jurisdiction.

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Case # Local 231, Bellingham, Washington - 741, Seattle, Washington, and  
8-7-3303 Lynden Transfer, Inc.

O-T-R Locals 231 and 741 are protesting the mileage rate being paid by  
Dispute Lynden Transfer on their Lynden to Prince Rupert run.

DECISION: (Main Committee - Transcript Page 101 - 11/14/67)  
M/m/s/c/ that under Article 6, Section 4, this case be referred to the National  
Committee.

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Case # Local 17, Denver, Colorado, and  
11-7-3334 Eastern Express

P & D Ronald Anderson, George Gilliatt, John Golembieski, Dale Jenkins,  
Dispute Jerry Lott, Don Tunender, filing for pay claim from June 12th to  
July 10, 1967 - 8-1/2 hours.

DISPOSITION: Postponed.

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Case # Local 17, Denver, Colorado, and  
11-7-3335 Eastern Express

P & D Arthur Keitez and Clyde Gillmore filing pay claim from June 12th  
Dispute to July 10, 1967.

DISPOSITION: Postponed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
11-7-3336 Illinois-California Express

P & D Clifford Townsend is filing a pay claim for \$5.28.  
Dispute

DECISION: (Committee for Local Operations - Transcript Page 103 - 11/15/67)  
M/m/s/c/ that the claim of the Union be denied.

---

Case # Local 17, Denver, Colorado, and  
11-7-3337 Illinois-California Express

P & D James Graham filing pay claim for \$27.00.  
Dispute

DECISION: (Committee Local Operations - Transcript Page 111 - 11/15/67)  
M/m/s/c/ that the claim of Graham be denied.

---

Case # Local 17, Denver, Colorado, and  
11-7-3338 Red Ball Motor Freight Inc.

P & D Robert J. Stang claims his seniority was violated September 15th  
Dispute and 16th. Claims \$43.20 for time not worked.

DECISION: (Committee Local Operations - Transcript Page 27 - 11/14/67)  
M/m/s/c/ that the claim of Robert J. Stang be paid in the amount of four hours at  
time and one-half his rate of pay.

---

Case # Local 81, Portland, Oregon, and  
11-7-3339 McCracken Bros.

P & D The Union contends that Harry Cleveland is the senior man and was  
Dispute knocked off the job at the end of his shift on August 8, 1967. Then  
Bob Carnes a road driver was called in to do city work. Mr. Cleveland  
was available for this overtime work. The Union feels that casuals  
should not be used to deprive regular men of overtime. They feel  
that the Company is calling road driver to evade paying town men  
the overtime.

DECISION: (Committee Local Operations - Transcript Page 167 - 11/15/67)  
M/m/s/c/ the claim of Mr. Cleveland be denied.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 150, Sacramento, California, and  
11-7-3340 Pacific Intermountain Express

P & D Union claims P.I.E. must assume seniority and accumulated rights  
Dispute to George Anderson 3/12/63 and Wm. Schuller 4/15/65, as have  
taken over distribution for National Carloading, Sacramento.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 208, Los Angeles, California, and  
11-7-3341 Griley Security Freight Lines

P & D Case #10045: It is the Union's contention that on July 9, 1967, the  
Dispute Company worked a driver from Pacific Motor Trucking hauling con-  
tainers out of the yard. Therefore, on behalf of John Simpson, we  
claim eight hours pay at time and one-half for a total this claim in  
the amount of \$46.08.  
Case #10046: It is the contention of the Union that on 7/8/67 the  
Company brought in two drivers from another Company to do the work  
for that day. Therefore, on behalf of Clarence McDonald, we are  
claiming 8 hours pay at time and one-half for a total this claim of  
\$46.08.

DECISION: (Committee Local Operations - Transcript Page 150 - 11/15/67)  
M/m/s/and Deadlocked/that the position of the Union be upheld.

NOTE: See Main Committee for final disposition.

DECISION: (Main Committee - Transcript Page 670 )  
M/m/s/c/ the claim of the Union be upheld.

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Case # Local 208, Los Angeles, California, and  
11-7-3342 Milne Truck Lines

P & D It is the Union's contention that the Company, on May 5, 1967, called  
Dispute our hiring hall for a driver. J. Hancock was dispatched to Company  
and the Company sent him back, therefore, we claim 4 hours show-up  
time for a total claim of \$15.46.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
11-7-3343 Pacific Motor Trucking Company

P & D H. C. Tamburelli claims, pending examination of the records,  
Dispute monies earned by junior employees who were worked in his stead  
as follows: P. Cramer on dates of June 21, 1967 and July 13/67,  
M. Rhoden on dates of June 22nd, 26th, 27th, 28th, 29th, July 5th,  
6th, 10th, 11th, 12th, 13th, 1967.

DECISION: (Committee for Local Operations - Transcript Page 203 - 11/16/67)  
M/m/s/and Deadlocked/ that the Union's position be sustained; however, the money  
claims be denied.

NOTE: See Main Committee for final disposition.

The Main Committee will retain jurisdiction of this case until the February JWAC.

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Case # Local 208, Los Angeles, California, and  
11-7-3344 Republic Carloading

P & D The Company used D. Young over 13 days in May, June, July, and  
Dispute August. The Company did not tell him he was vacation relief or  
anything else, nor could the Company prove that he was replacing  
anyone during this time.

DECISION: (Committee for Local Operations - Transcript Page 217 - 11/16/67)  
M/m/s/c/ that under Article 43, Section 1, of the Western States Area Local Pick-up  
and Delivery Supplemental Agreement this case was untimely filed.

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Case # Local 208, Los Angeles, California, and  
11-7-3345 Union Pacific Motor Freight

P & D Case #9895: On or about the date of April 25, 1967, George Mitchell  
Dispute clocked out at the completion of his shift and whereas, a junior  
employee was brought in on an early call-in at 10:01 p.m., on this  
date, performing work which Mitchell was qualified, able and available  
to perform. This claim is for three hours premium pay.  
Case #9896: On the date of 6/3/67 a premium day, the employer  
brought in and worked a junior employee, performing work which  
George Mitchell was qualified, able and available to perform. On  
behalf of Mitchell, the Local Union claims all monies earned by this  
junior employee.

DECISION: (Committee for Local Operations - Transcript Page 45 - 11/14/67)  
M/m/s/c/ that Case #11-7-3345 was untimely filed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 235, Orange, California, and  
11-7-3346 Pacific Motor Trucking

P & D We have requested a change of bidding procedure as established in  
Dispute the Memorandum of Understanding for the 1964-1967 contract.  
We request to revert back to 100% bid as we had previously at the  
Anaheim terminal during the 1961-1964 contract.

DECISION: (Committee for Local Operations - Transcript Page 49 - 11/14/67)  
M/m/s/c/ that the Memorandum of Understanding is negotiable and the matter is  
referred back to the parties for negotiation and failing to resolve it the matter will  
be brought back before the committee.

---

Case # Local 235, Orange, California, and  
11-7-3347 Pacific Motor Trucking

P & D Jack Schauer did call the terminal and informed the terminal he would  
Dispute be late because of a car breakdown. The Company is in violation of  
Article 44, by virtue of giving Jack Schauer a disciplinary day off  
without a previous warning notice in effect. We are claiming 8 hours  
pay for that day.

DECISION: (Committee for Local Operations - Transcript Page 63 - 11/14/67)  
M/m/s/c/ that the claim of the Union be denied.

---

Case # Local 357, Los Angeles, California, and  
11-7-3348 California Motor Express

Office Ed Almanza a junior employee was working overtime every night  
Dispute while I was sent home. I am asking to be compensated for the overtime  
pay that Almanza had earned from 5/15/67 to 6/16/67.

DECISION: (Committee for Local Operations - Transcript Page 97 - 11/14/67)  
M/m/s/c/ that based on the facts presented the claim of Charles Skinner be denied.

---

Case # Local 431, Fresno, California, and  
11-7-3349 Delta Lines

P & D Union claims pay for driver Finch when employee with less seniority  
Dispute worked more than Finch worked.

DISPOSITION: Postponed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 439, Stockton, California, and  
11-7-3350 California Motor Express

P & D Union claims pay for drivers Calvird, Holt, Cooper and Curson for  
Dispute three hours lost due to change of bid position on July 10, 1967.

DECISION: (Committee for Local Operations - Transcript Page 160 - 11/15/67)  
M/m/s/and Deadlocked/ that the claims of Calvird, Holt, Cooper and Curson be allowed.  
NOTE: It was reported to the Main Committee that this deadlocked case had been  
Settled and Withdrawn.

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Case # Local 467, San Bernardino, California, and  
11-7-3351 Victorville-Barstow Truck Lines

P & D Local 467 hereby files a grievance under Article 43, Section 5, of  
Dispute the National Master Freight Agreement and Pick-Up and Delivery  
Agreement against Victorville-Barstow Truck Lines on behalf of the  
following employees in the following amounts:

A.L. Ellis - 7-1/4 hrs. @ 1-1/2 times = \$40.31  
Hugh Peebles - 7-1/4 hrs. @ 1-1/2 times = 40.31  
P.E. Younger - 7-3/4 hrs. @ 1-1/2 times = 43.09  
Ernest Robertson - 4 hrs. @ 1-1/2 times = 22.24

DISPOSITION: Settled and Withdrawn.

---

Case # Local 533, Sparks, Nevada, and  
11-7-3352 McLeod Trucking

P & D Union claims pay for Floyd Ashcraft who works out of Carson City,  
Dispute for all dates he has to report to Reno. Company has never requested  
a Change of Operation to move local pick-up and delivery from  
Carson City to Reno.

DISPOSITION: Withdrawn.

---

Case # Local 542, San Diego, California, and  
11-7-3353 Garrett Freightlines

P & D "Since June 19/67, I (Leroy Larson) have been on lay-off. During this  
Dispute time, San Diego and Los Angeles line drivers have been doing local  
cartage work. Also during this time, Garrett Freight has been sub-  
contracted out to Aztec for delivery. During this time I have been  
available and willing to work. I am therefore claiming for back wages  
I feel are due me when I was denied work. I was both willing and able  
to perform. Total claim - \$445.20."

DISPOSITION: Postponed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 690, Spokane, Washington, and  
11-7-3354 United-Buckingham Freight Lines

P & D Local 690 is requesting the heavy-duty pay rate, a total of 4-1/2  
Dispute hours when Jack Schmidt worked around senior employee Larry Richards July 18th and 19th.

DECISION: (Committee for Local Operations - Transcript Page 85 - 11/14/67)  
M/m/s/c/ that based on the facts in this particular case the claim of the Union be upheld.

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Case # Local 692, Long Beach, California, and  
11-7-3355 Pacific Motor Trucking

P & D Case #9771: We wish to protest Pacific Motor Trucking Company's  
Dispute action against Jack Russie in violation of Article 57, Section 1, Paragraph B.  
Case #9772: We wish to protest P.M.T.'s action against O.G. Smith in violation of Article 57, Section 1, Paragraph B.  
Case #9773: We wish to protest P.M.T.'s action against W. J. Cox in violation of Article 57, Section 1, Paragraph B.

DISPOSITION: Referred to Lockout Committee.

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Case # Local 692, Long Beach, California - Local 208, Los Angeles, and  
11-7-3356 Smith Transportation

P & D Case #9925: Local 692 takes the position our member, Eddie Moore,  
Dispute has been improperly laid off and people with less seniority have worked in his stead. We ask Mr. Moore to be compensated for all days when less senior people have worked in his stead since Aug. 9/67.  
Case #9926: Local 692 takes the position our member, Vandee Turner, has been improperly laid off and people with less seniority have worked in his stead. We ask Mr. Turner to be compensated for all days when less senior people have worked in his stead since July 19, 1967.

DECISION: (Committee for Local Operations - Transcript Page 91 - 11/14/67)  
M/m/s/c/ that the claims of Moore and Turner be denied based upon the facts presented at the hearing.

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Case # Local 741, Seattle, Washington, and  
11-7-3357 Consolidated Freightways

P & D Local 741 takes the position that the June, 1966 bid is the official bid  
Dispute and that the men who were bid or assigned to the shift at 1230 hours are entitled to pay from the 1230 start time to 1400 hours on the days they were instructed to come in at the later hour.



REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE  
\* \* \* \* \*

Case # L-575 THOMAS J. BELL, member of Local 208, Los Angeles, Calif.  
11-7-3358 Employee of Coast Cartage Co. Request is for a period of  
60 days, effective August 31, 1967, for the purpose of accept-  
ing position with Company as a Supervisor.  
DISPOSITION: (Sub-Committee - Transcript Page 171 -11/15/67) Withdrawn.

L-576 GARY BROWN, member of Local 208, Los Angeles, Calif.  
Employee of Superior Fast Freight. Request is for a period  
of 90 days, effective September 5, 1967, for the purpose of  
working for Management in the capacity of a Dispatcher.  
DECISION: (Sub-Committee-Transcript Page 172-11/15/67) Request Approved.

L-577 RICHARD WM. COBURN, member of Local 692, Long Beach,  
Calif. Employee of M & M Transfer Company. Request is  
for a period of 90 days, effective September 1, 1967, for the  
purpose of Assistant Dispatcher.  
DECISION: (Sub-Committee-Transcript Page 173-11/15/67) Request Approved

L-578 CHARLES F. FOSTER, member of Local 208, Los Angeles,  
Calif. Employee of California Motor Transport Co. Request  
is for a period of 90 days effective August 10, 1967, for the  
purpose of transferring to Supervisory duties.  
Note: Previous Leave commencing March 27/67 for a period  
of 90 days was granted during the May, 1967 JWAC meetings.  
Refer to Case #5-7-2976 - L-548.  
DECISION: (Sub-Committee-Transcript Page 174-11/15/67) Request Approved.

L-579 CHARLES S. HILL, member of Local 17, Denver, Colorado.  
Employee of DC International, Inc. Request is for a period  
of 19 days, effective September 11, 1967, for the purpose of  
vacation fill in for the position of City Dispatcher.  
Note: Previous Leave commencing December 5, 1966, for  
a period of two weeks was granted during the February, 1967  
JWAC Meetings. Refer to Case #2-7-2800 - L-516.  
DECISION: (Sub-Committee-Transcript Page 175-11/15/67) Request Approved.

L-580 LOUIS V. LACIVITA, member of Local 357, Los Angeles,  
Calif. Employee of DC International, Inc. Request is for a  
period of 30 days, effective Sept. 1/67, for the purpose of  
accepting non-Union position (Dock Foreman).  
DECISION: (Sub-Committee - Transcript Page 176 - 11/15/67) Request Approved.

L-581 GEORGE LOCKETT, member of Local 357, Los Angeles,  
Calif. Employee of Wescar Terminals, Inc. Request is for  
a period of 90 days, effective Sept. 19/67, for the purpose of  
taking a non-covered position (Supervisor).  
DECISION: (Sub-Committee - Transcript Page 177 - 11/15/67) Request Approved.

L-582 GEORGE MASEDA, member of Local 856, San Francisco,  
Calif. Employee of O.N.C. Motor Freight System. Request  
is for a period of 90 days, effective August 1, 1967, for the  
purpose of accepting duties which do not fall under the classif-  
ication of work covered by the contract.  
DECISION: (Sub-Committee - Transcript Page 178 - 11/15/67) Request Approved.

(Continued)



REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE  
\* \* \* \* \*

Case #

11-7-3358

L-583

JACK SCHELIN, member of Local 542, San Diego, Calif. Employee of Delta Lines, Inc. Request is for a period of 90 days, effective August 1, 1967, for the purpose of a trial promotion to Delta Lines Transportation Representative.

DECISION: (Sub-Committee - Transcript Page 179 - 11/15/67) Request Approved.

L-584

RONALD M. SCHMIDT, member of Local 357, Los Angeles, California. Employee of Pacific Motor Trucking Company. Request is for a period of 90 days, effective August 17/67, for the purpose of Supervisory work.

DECISION: (Sub-Committee - Transcript Page 180 - 11/15/67) Request Approved.

L-585

CHARLES A. BETTENCOURT, member of Local 287, San Jose, California. Employee of B. Panella Drayage. Request is for a period of 60 days, effective October 1/67, for the purpose of using him as field man during the duration of agricultural season.

DECISION: (Sub-Committee - Transcript Page 181 - 11/15/67) Request Approved.

L-586

PERCY S. COLSON, member of Local 224, Los Angeles, California. Employee of Post Transportation Company. Request is for a period of 50 days, effective September 12/67, for the purpose of accepting non-covered position with the Company. Note: Previous Leave commencing Sept. 26/66 for a period of 36 days was granted during the November, 1966 JWAC Meetings. Refer to Case #11-6-2649 - L-505.

DECISION: (Sub-Committee - Transcript Page 182 - 11/15/67) Request Approved.

L-587

JEROME T. WARD, member of Local 208, Los Angeles, Calif. Employee of Consolidated Freightways. Request is for a period of 60 days, effective September 5/67, for the purpose of accepting a position in a Supervisory capacity with company.

DECISION: (Sub-Committee - Transcript Page 183 - 11/15/67) Request Approved.

L-588

GORDON J. WILKS, member of Local 357, Los Angeles, Calif. Employee of Lee Way Motor Freight, Inc. Request is for a period of 60 days, effective October 9/67, for the purpose of accepting position as Dock Foreman Trainee.

DECISION: (Sub-Committee - Transcript Page 184 - 11/15/67) Request Approved.

L-589

RICHARD L. WILLIAMS, member of Local 224, Los Angeles, Calif. Employee of Hadley Auto Transport. Request is for a period of 90 days, effective Sept. 1/67, for the purpose of accepting temporary position as Driver Supervisor.

DECISION: (Sub-Committee - Transcript Page 185 - 11/15/67) Request Approved.

L-590

ANTHONY KIEDIS, member of Local 357, Los Angeles, Calif. Employee of Smith Transportation Co. Request is for a period of 90 days, effective October 16/67, for the purpose of try out for a Supervisory position.

DECISION: (Sub-Committee - Transcript Page 185 - 11/15/67) Request Approved.

(Continued)



REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE  
\* \* \* \* \*

Case #  
11-7-3358      L-591      JAMES F. NOLAN, member of Local 81, Portland, Oregon.  
Employee of Pacific Motor Trucking Company. Request is  
for a period of 90 days, effective September 16/67, for  
the purpose of taking a position with the Company that is  
not covered by the existing Labor Agreement with the Union.  
DECISION: (Sub-Committee - Transcript Page 187 - 11/15/67)      Request Approved.

                 L-592      DONALD R. NEELY, member of Local 208, Los Angeles,  
California. Employee of J. Christenson Co. Request is  
for a period of 30 days, effective October 23, 1967, for the  
purpose of temporary relief for Dispatcher. Note: Previous  
Leave commencing July 17/67 for a period of 20 days was  
granted during the August, 1967 JWAC Meeting Refer to  
Case #8-7-3147 - L. 569.  
DECISION: (Sub-Committee - Transcript Page 188 - 11/15/67)      Request Approved.

                 L-593      ANTONE E. WHITE, member of Local 224, Los Angeles,  
California. Employee of Hills Transportation Co. Request  
is for a period of 90 days, effective September 18/67, for  
the purpose of Dispatching in office.  
DECISION: (Sub-Committee - Transcript Page 189 - 11/15/67)      Request Approved.

                 L-594      ROBERT P. ENDY, member of Local 208, Los Angeles,  
California. Employee of Pacific Motor Trucking Company.  
Request is for a period of 30 days, effective November 6/67,  
for the purpose of Supervisory work.  
DECISION: (Sub-Committee - Transcript Page 190 - 11/15/67)      Request Approved.

                 L-595      PAUL McMILLAN, member of Local 224, Los Angeles,  
California. Employee of Western Gillette, Inc. Request is  
for a period of 30 days, effective November 1/67, for the  
purpose of accepting a non-covered position with Western  
Gillette, Inc.  
DECISION: (Sub-Committee - Transcript Page 191 - 11/15/67)      Request Approved.

                 L-596      PAUL SHERIDAN HAMMONS, member of Local 224, Los  
Angeles, California. Employee of T.I.M.E. Freight, Inc.  
Request is for a period of 60 days, effective November 1/67,  
for the purpose of accepting position in Supervision.  
DECISION: (Sub-Committee - Transcript Page 192 - 11/15/67)      Request Approved.

                 L-597      BETTY SANCHEZ, member of Local 357, Los Angeles,  
California. Employee of Transcon Lines. Request is for  
a period of 90 days, effective November 1/67, for the  
purpose of Supervisory Assignment.  
DECISION: (Sub-Committee - Transcript Page 193 - 11/15/67)      Request Approved.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 2, Butte, Montana, and  
 11-7-3359 Garrett Freightlines

O-T-R Spokane driver dispatched Spokane, Butte, then to Dillon, took rest  
 Dispute and then dispatched Dillon, Butte, Spokane. Local 2 requests  
 compensation for senior qualified pick-up and delivery driver who  
 should have pulled this shortline trip.

DISPOSITION: Withdrawn.

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Case # Local 17, Denver - Local 492, Albuquerque - Local 631, Las Vegas  
 11-7-3360 Navajo Freight Lines, Inc.

Master Navajo Freight Lines requests a change in pay days. Our present  
 Dispute payroll is figured on a weekly basis with a one week salary hold back  
 with our pay period ending on Saturday. The Company is proposing  
 a two week salary hold back.

DECISION: (Main Committee - Transcript Page 192 - 11/14/67)  
M/m/s/c/ that the pay change requested by Navajo Freight Lines be approved and that  
 they be instructed to file cases under the Eleven Western States contract before the  
 Joint Western Area Committee

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Case # Locals: 17, Denver - 70 - Oakland - 81, Portland - 87, Bakersfield -  
 11-7-3361 104, Phoenix - 150, Sacramento - 180, Los Angeles - 208, Los Angeles -  
 222, Salt Lake City - 224, Los Angeles - 287, San Jose - 307, Casper -  
 357, Los Angeles - 468, Oakland - 495, Los Angeles, - 431, Stockton -  
 Master 533, Reno - 631, Las Vegas - 961, Denver.  
 Dispute

Request of The Ringsby System to establish uniform payday.  
 Proposal: (1) Pay day will be Friday of each week for all Union  
 employees. (2) For pick-up & delivery drivers, Office Personnel,  
 Shop and Servicemen, the pay period will be Thursday midnite to  
 Thursday midnite. (3) For Over-The-Road drivers (both singleman  
 and sleeper) the pay period will be from Friday noon to the following  
 Friday noon.

DECISION: (Main Committee - Transcript Page 581 - 11/17/67)  
M/m/s/c/ that the request of the Company be granted.

---

Case # Local 57, Eugene, Oregon, and  
 11-7-3362 Consolidated Freightways (Bulk Commodity)

Tanker The Union contends that on July 27, 1967, Mr. Neet was on stand-by.  
 Dispute Driver Ed Wynn was working on that day. He had taken a load to the  
 dump and arrived back in the yard to find the dispatcher, Ron Campbell,  
 washing a truck which is Teamster work and therefore the four hours  
 work time should go to Mr. Neet.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 70, Oakland, California, and  
11-7-3363 Coast Drayage

Joint The Employer sent employee a telegram on Thursday for work on  
Council #7 Friday. Called in Friday at 8:00 a.m. and asked if work would be  
Dispute steady and dispatcher told employee that he didn't know. Employee  
told dispatcher that he wouldn't be in. Went to Clorox on Tuesday  
w/o being called by the Company. Company had sent another man  
to Clorox.

DISPOSITION: Withdrawn.

---

Case # Local 70, Oakland, California, and  
11-7-3364 Consolidated Freightways

Joint Mr. Villarreal was off the week of July 3/67 because of illness.  
Council #7 The Company did not pay him sick leave for the 4th of July holiday.  
Dispute Union requesting one day's pay at the applicable rate.

DECISION: (Main Committee - Transcript Page 119 - 11/14/67)  
M/m/s/c/ that the claim of the Union be upheld based on the decisions that the Joint  
Western made.

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Case # Local 70, Oakland, California, and  
11-7-3365 Lodi Truck Service

O-T-R A Los Angeles line driver came into Local 70's jurisdiction on July  
Dispute 7, 1967 and dropped a load in Fremont and then proceeded to Hunt  
Foods where he made a pick-up and returned to Los Angeles. The  
Union's position was that the Los Angeles driver didn't come into  
the Oakland terminal and is demanding a day's pay for the top man  
laid off.

DECISION: (Main Committee - Transcript Page 115 - 11/14/67)  
M/m/s/and Deadlocked/ the claim of the Union be upheld.  
M/m/s/ and did not receive a majority vote "that this case go to arbitration."

---

Case # Local 70, Oakland, California, and  
11-7-3366 Los Angeles-Seattle Motor Express

Joint Any employee who has ten years of service or more, regardless of  
Council #7 his anniversary date, shall receive four weeks (20 working days)  
Interpre- vacation with pay each year. The Company claims that any employee  
tation must work thirteen days in a calendar month to receive paid vacation  
and that they can pro-rate his vacation.

DISPOSITION: Postponed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California, and  
11-7-3367 O.N.C. Fast Freight

Joint Union contends that O.N.C. Truck Lines uses employees ten to 12  
Council #7 days in a thirty day period and then lays them off and uses another  
Dispute group for another twelve days.

STIPULATED AGREEMENT: (Main Committee-Transcript Page 297 - 11/15/67)  
It is mutually agreed between Local 70 and O.N.C. Motor Freight System that JWC  
Case #11-7-3367 will be resolved in the following manner:  
The Company will add ten men to their present seniority list now in effect at the  
Company's Oakland terminal and any letters written to Local 70 as per the Supple-  
mental Agreement rejecting casuals referred to the Company will be for a specific  
reason. Based on this understanding Local 70 is withdrawing their case.

---

Case # Local 70, Oakland, California, and  
11-7-3368 Pacific Motor Trucking Company

Joint The Company refuses to grant Mr. Torres a Leave of Absence and  
Council #7 sent him a 72 hour notice to report for work knowing that Mr. Torres  
Dispute would be unable to report as he was incarcerated.

DECISION: (Main Committee - Transcript Page 620 - 11/16/67)  
M/m/s/c/ that the claim of the Union be denied, due to the facts.

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Case # Local 70, Oakland, California, and  
11-7-3369 Pacific Motor Trucking

Joint The Company refuses to pay a runaround claim for Joe Medeiros  
Council #7 on July 7, 1967, as he was by-passed on the local wheel.  
Dispute

DECISION: (Main Committee - Transcript Page 624 - 11/17/67)  
M/m/s/c/ that the claim be referred back to the parties to establish when the claim  
was definitely rejected.

---

Case # Local 70, Oakland, California, and  
11-7-3370 Peters Truck Line

Joint Local 70 claims that Company operation is a pick-up service and the  
Council #7 contract states that night shift hostlers shall be prohibited from per-  
Dispute forming pick-up & delivery services except at time and one-half their  
applicable rate of pay. Union is requesting time and one-half for a hostler for November  
15, 16, 1966, and every night thereafter that the employer violates said agreement.

DECISION: (Main Committee - Transcript Page 299 - 11/15/67)  
M/m/s/c/ that based on the facts in this particular case, four hours be paid to the  
one man.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 70, Oakland, California, and  
 11-7-3371 Sterling Transit

Joint Company has required men to take a battery of tests at the C. T. A.  
 Council #7 Testing Center in Burlingame. Local 70 requests that the Company  
 Dispute cease and desist from giving such tests.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 81, Portland, Oregon, and  
 11-7-3372 O.N.C. Fast Freight

O-T-R Dispute over pay claim for Thelbert Norman in the amount of .88¢  
 Dispute for swapping equipment in Curtain, Oregon on August 10, 1967.

DECISION: (Main Committee - Transcript Page 628 - 11/17/67)  
 M/m/s/and Deadlocked/ based on the facts in this case the claim of the Union be upheld.  
 M/m/s/and did not receive a majority vote 'that this case go to arbitration.'"

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Case # Local 81, Portland, Oregon, and  
 11-7-3373 O.N.C. Fast Freight

O-T-R Mr. McClure was hired March 29/67 and worked off and on until  
 Dispute June 17/67. From June 17/67 until August 21/67, he worked steady  
 without any termination notice. Therefore the contract requires that  
 after 30 days the man must be put on the regular seniority list.

DECISION: (Alternate Main Committee-11/16/67-C. L. O. Transcript Page 258)  
 M/m/s/c/ that Mr. McClure be placed on the seniority list with a hire date of June  
 26, 1967, with all the rights and privileges of the Contract but with no claims for lost pay.

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Case # Local 81, Portland, Oregon, and  
 11-7-3374 O.N.C. Fast Freight

O-T-R Dispute over runaround claim for Charles H. Cooper for trip on  
 Dispute July 26/67 pulled by junior driver, Mr. Hall.

DECISION: (Alternate Main Committee-11/16/67-C. L. O. Transcript Page 266)  
 M/m/s/c/ that driver Charles H. Cooper be paid 16 hours pay.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
11-7-3375 O.N.C. Fast Freight

O-T-R Dispute with O.N.C. over a runaround claim for driver Thommen,  
Dispute under Article 53, Section 3. This was a trip to Medford on September  
7, 1967 which was pulled by a casual.

DECISION: (Alternate Main Committee-11/16/67-C.L.O. Transcript Page 283)  
M/m/s/c/ that the case be referred back to the parties with instructions that the two  
Local Unions involved and the Company are to meet and agree on acceptable dispatch  
rules for this operation and that the committee will retain jurisdiction.

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Case # Local 81, Portland, Oregon, and  
11-7-3376 Ringsby-Pacific, Ltd.

Master The Union contends that Converse was taken over by Ringsby; that  
Dispute Converse always paid premium pay for explosives without the term  
fixed on the loads; that Ringsby was to continue this under Article 6,  
Section 1, Maintenance of Standards. Ringsby did this until the new  
contract and they have now taken the position that the loads should'  
be marked fixed before premium would be paid.

DECISION: (Main Committee - Transcript Page 533 - 11/16/67)  
M/m/s/c/ if the Union can't produce an answer to the letter dated by Ringsby in  
August, 1966, that the claim of the Union is denied.

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Case # Local 85, San Francisco, California, and  
11-7-3377 Pacific Motor Trucking

Joint Claimant had heart attack in May and was released by personal  
Council #7 physician in June. The Company physician refused to release for  
Dispute duty until July 3rd. Union claiming man should have been put back to  
work in June and is claiming back pay until that date.

DECISION: (Main Committee - Transcript Page 237 - 11/15/67)  
M/m/s/c/ the case be referred back to the Joint Council #7 to be heard on its merits.

---

Case # Local 85, San Francisco, California, and  
11-7-3378 Pacific Motor Trucking

Joint Vacation pay - William Keenan. Man had been working swing shift for  
Council #7 ten months. The man was reassigned in accordance with seniority  
Dispute prior to taking his vacation. The vacation was taken at the rate of  
shift classification. The Union's position was that most of the year  
was worked on premium shift and the man's vacation should have been  
paid at the premium rate.

DECISION: (Main Committee - Transcript Page 250 - 11/15/67)  
M/m/s/c/ the claim be denied in accordance with a Joint Council case already decided in  
which the motion stated that the Union claim be denied due to a precedent having been  
established in prior cases, which motion is reported at JC 7 P.U.D. 56(2)-501, and  
that the parties meet before the next JWAC in an attempt to resolve this problem.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 85, San Francisco, California, and  
11-7-3379 Santa Fe Trails

Joint Under piggy-back Plan 4, the Company is unloading pigs at the pig  
Council #7 ramp in Oakland then taking them to San Francisco with a Local 70  
Dispute driver and dropped at consignee and unloaded by Local 85 personnel.  
Union's position is that if a Local 70 driver stays with the trailer they  
have objection, but if the trailer is dropped at consignee a Local 85  
man should be left with the trailer.

DECISION: (Main Committee - Transcript Page 260 - 11/15/67)  
M/m/s/c/ that the committee retain jurisdiction until our next hearing and that our  
Chairman, Mr. Diviny, be instructed with any member of the Association or Associa-  
tions to meet with our General Vice-President of the International and get a clarification  
of the plans on piggyback and where they are applicable with the Local Unions and  
particularly whether they are applicable to Joint Council 7.

---

Case # Local 180, Los Angeles, California, and  
11-7-3380 Consolidated Copperstate

O-T-R Local 180 takes the position the Company arbitrarily violated the rules  
Dispute as established and agreed to with reference to the bidding and assign-  
ment of equipment and because of this action on the part of the Company,  
this team, Couch and Gray were deprived of 1,080 miles for which  
they should be compensated.

DECISION: (Main Committee - Transcript Page 645 - 11/17/67)  
M/m/s/c/ based on the facts presented in this case the claim of the Union be denied.

---

Case # Local 180, Los Angeles, California, and  
11-7-3381 Consolidated Copperstate

O-T-R Local 180 takes the position that this team, Couch and Gray were  
Dispute runaround some 50 hours and should be compensated for same at the  
regular hourly rate of \$3.50 per hour, a total sum of \$175.00 for  
each man.

DECISION: (Main Committee - Transcript Page 650 - 11/17/67)  
M/m/s/c/ that this case, because of the complexity, be remanded back to the parties,  
and if not settled, then at the next JWC all affected parties at that time will be  
requested to appear.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 180, Los Angeles, California, and  
11-7-3382 Consolidated Freightways, Inc.

O-T-R L.D. Baker and J.E. Mabbott are filing for 11-3/4 hours runaround  
Dispute for each man.

DECISION: (Main Committee - Transcript Page 680 - 11/17/67)  
M/m/s/c/ based on the facts presented the claim is timely and this goes back to the  
Joint State Committee to be heard on its merits.

---

Case # Local 180, Los Angeles, California, and  
11-7-3383 DC International, Inc.

O-T-R Local 180 takes the position that a runaround took place on September  
Dispute 7, 1967 at 7:49 a.m. when a Denver Tractor #355 was dispatched  
with Trailer #4702, Trailer was loaded with Cleveland freight. This  
trailer was pulled from Denver to Cleveland with Tractor #298. This  
is in violation of Change of Operations authorized procedure. This  
load of freight should have been pulled by Los Angeles based power.

DISPOSITION: Postponed.

---

Case # Local 180, Los Angeles, California, and  
11-7-3384 Los Angeles-Seattle Motor Express

O-T-R Local 180 takes the position that the Company should pay the off-route  
Dispute miles in and out of all way freight stops where the teams have to go  
off-route to deliver freight.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 180, Los Angeles, California, and  
11-7-3385 Navajo Freight Lines, Inc.

O-T-R Local 180 takes the position that the Company owes L. L. Smith and  
Dispute Frank Weyant 32-1/2 hours pay at the rate of \$3.25 per hour, a  
total sum of \$78.00 due each man. This team laid 32-1/2 hours -  
they are entitled to the pay less any layover pay already received.

DISPOSITION: Settled and Withdrawn.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
11-7-3386 Navajo Freight Lines

O-T-R Case #9366: Local 180 takes the position that Navajo Freight Lines  
Dispute run a leased Tractor P-1 and Trailer R-2 loaded with auto freight from Cleveland to Los Angeles by these men while they were laying in Kansas City, therefore, we contend these men should be compensated 12 hours for each man at \$3.25 per hour, or a total of \$39.00 each. Case #9948: Gordon Mitchell and L. T. Mendell are filing for 33-1/2 hours runaround. Mitchell and Mendell were dispatched to Kansas City arriving there at 09:36 on August 8/67. While they were laying over there Navajo ran a leased tractor around them causing them to have to lay in Kansas City the aforementioned 33-1/2 hours.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 180, Los Angeles, California, and  
11-7-3387 Pacific Intermountain Express

O-T-R Local 180 takes the position that Cleveland and Richers are entitled  
Dispute to 7-1/4 hours at \$3.50 per hour, a total of \$25.38 for each man. In addition this claim is for \$3.75 hotel, and \$1.00 cab fare for Richers and \$3.75 and \$.80 cab fare for Cleveland.

DECISION: (Main Committee - Transcript Page 671 - 11/17/67)  
M/m/s/c/ that based on the fact that the loads in Salem were originally set up for dispatch with Portland teams, the claim of Cleveland and Richers for seven and one-quarter hours is denied but they shall be paid their cab fare and room rent.

---

Case # Local 190, Billings, Montana, and  
11-7-3388 Garrett Freightlines

O-T-R Union referred the committee to Article 54 which states that there shall  
Dispute be no two men runs of less than 500 miles. Garrett has been paying 340 for the Billings-Missoula run and on 1/6/67 Local 190 notified Garrett that they would not be a party to the Rider which pertained to the 340 mile agreement.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 190, Billings, Montana, and  
11-7-3389 Garrett Freightlines

O-T-R Local 190 requests .5 hour pay for Myers and Herman for time worked  
Dispute which was deleted by the Company.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 190, Billings, Montana, and  
11-7-3390 Garrett Freightlines

O-T-R Local 190 requests the pick-up and delivery hourly scale for all  
Dispute sleeper drivers picking up potatoes at Bozeman, Montana.

DECISION: (Alternate Main Committee-11/16/67-C. L. O. Transcript Page 278)  
M/m/s/c/ that based on the facts presented in this particular case the claim of the  
Union be denied.

---

Case # Local 208, Los Angeles, California, and  
11-7-3391 Gilbert Carrier Corporation

Master This Company executed the National Master Freight Agreement and  
Dispute is not using the 80% men on Thursday of each week. Therefore, this  
is a claim for 8 hours each day that the 80% men have not worked  
since April 1, 1967.

DECISION: (Main Committee - Transcript Page 210 - 11/14/67)  
M/m/s/and Deadlocked/ based on the fact that this was a substandard Rider and the  
Local Union did notify the Company, the Rider is null and void.  
M/m/s/and did not receive a majority vote "that this case go to arbitration."

---

Case # Local 208, Los Angeles, California, and  
11-7-3392 I. M. L. Freight, Inc.

Master I. M. L. Freight purchased the I. C. C. rights of Marr Freight, therefore  
Dispute we feel that by this action they must abide by the Master Freight  
Agreement and place the Marr drivers on the bottom of the seniority  
list.

DECISION: (Main Committee - Transcript Page 486 - 11/16/67)  
M/m/s/and Deadlocked/ the claim of the Union be upheld.  
NOTE: This case involves an Interpretation of the National Master Freight Agreement  
and will be referred to the National Committee.

---

Case # Local 222, Salt Lake City, Utah, and  
11-7-3393 Garrett Freightlines

O-T-R Claim in behalf of Mark that if the dispatcher told him he would not  
Dispute have to be available for a call until 5:00 p.m., then the claim be paid,  
but if the dispatcher told him he would not be going out until 5:00 p.m.  
then the claim be denied.

DISPOSITION: Postponed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
11-7-3394 I. M. L. Freight, Inc.

O-T-R The Union is requesting that the Company be required to show the  
Dispute number of miles driven on the driver's check stubs. The Union  
contends that the Company formerly showed this information but the  
new payroll procedures have omitted it and that Article 48, Section 3,  
requires a showing of the number of miles driven.

DISPOSITION: Postponed.

---

Case # Local 222, Salt Lake City, Utah, and  
11-7-3395 I. M. L. Freight, Inc.

Automotive The Company and the Union have an agreement to bid holiday work  
Dispute on the basis of full company seniority, rather than by seniority in  
classification. After the bids were awarded, due to an unexpected  
load of ammunition, the Company required additional steamers during  
Memorial Day and the Company called the senior qualified man who  
had bid day shift but hadn't been awarded it.

DISPOSITION: Postponed.

---

Case # Local 224, Los Angeles, California, and  
11-7-3396 California Motor Express

O-T-R Local 224 on behalf of James P. Allie claims excessive layover in  
Dispute San Francisco on July 10, 1967.

DECISION: (Alternate Main Committee-11/16/67-C. L. O. Transcript Page 241)  
M/m/s/c/ that the man should have been paid from the time he reported until the time  
he actually left the yard.

---

Case # Local 224, Los Angeles, California, and  
11-7-3397 Chipman Truck Company

Tank- Union on behalf of Harry J. Collins requests he be reimbursed  
Truck \$3,500.00 for Attorney fees and \$300.00 for miscellaneous expenses  
Dispute incurred for two court appearances in Salinas, California.

DECISION: (Main Committee - Transcript Page 181 - 11/14/67)  
M/m/s/c/ based on the specific facts presented in this case the claim of the Union is  
not timely and is not a precedent setting case.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
11-7-3398 O.N.C. Motor Freight System

O-T-R Local 224 on behalf of Allen A. Hayden claims all time spent at the  
Dispute short line rate of pay on dispatch of May 23, 1967, trip report #271310.

DECISION: (Alternate Main Committee-11/16/67-C. L. O. Transcript Page 247)  
M/m/s/and Deadlocked that the claim of the Union be allowed and that the Company  
be instructed to dispatch a man either on long line or short line.  
M/m/s/ and did not receive a majority vote "that this case go to arbitration."

---

Case # Local 224, Los Angeles, California, and  
11-7-3399 Ringsby Truck Lines, Inc.

O-T-R Local 224 on behalf of the members employed at Ringsby Truck Lines  
Dispute requests the Joint State Committee to instruct the Company to comply  
with Article 54 (b) of the Western States Area Over-The-Road  
Supplemental Agreement, and refrain from operating sleeper cab  
equipment less than 500 miles outbound or 1,000 miles round trip.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 224, Los Angeles, California, and  
11-7-3400 Ringsby Truck Lines

O-T-R Local 224 on behalf of the members employed at Ringsby Truck Lines  
Dispute requests the Joint State Committee to instruct the Company to comply  
with Change of Operations #2-6-2208, and use adequate power for  
the Reno run.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 224, Los Angeles, California, and  
11-7-3401 Ringsby-Pacific, Ltd.

O-T-R Local 224 on behalf of Hershel E. Cates claims six hours abuse of  
Dispute free time at Stockton, California on July 23, 1967, and the two  
hour minimum on the same date.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
11-7-3402 Western Transportation Company, Inc.

O-T-R Local 224 on behalf of the members employed at Western Transporta-  
Dispute tion Company requests the Joint State Committee to instruct the  
Company to comply with the contract and place for bid the three line  
runs.

DECISION: (Alternate Main Committee-11/16/67-C. L. O. Transcript Page 231)  
M/m/s/c/ that the Company be instructed to post for bid the three line runs in  
accordance with Article 41, Section 2 (a).

---

Case # Local 235, Orange, California, and  
11-7-3403 Schaldach Truck Lines

O-T-R We are filing grievance for one-half trip to San Leandro. Mr. Abel  
Dispute was flown from the Los Angeles terminal to San Leandro terminal  
and junior men were dispatched on trucks from the Los Angeles yard  
on the same date.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 287, San Jose, California, and  
11-7-3404 California Cannery & Growers

Interpre- Company utilized two short-line men to move bins on Sept. 16, 1967.  
tation One day's pay for each of the two senior men on the local list at time  
and one-half. The Employer's position is that drivers moving bins  
come under the Agriculture Agreement.

DECISION: (Main Committee - Transcript Page 594 - 11/17/67)  
M/m/s/c/ that based on the facts of this case it is not an interpretive case and the  
claim is denied.

---

Case # Local 287, San Jose, California, and  
11-7-3405 California Cannery & Growers

O-T-R Runaround penalty for Joe Tirri.  
Dispute

DECISION: (Main Committee - Transcript Page 585 - 11/17/67)  
M/m/s/c/ that the claim be denied and the Company and the Union be instructed to sit  
down and reduce the dispatch procedure to writing.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 287, San Jose, California, and  
11-7-3406                      Consolidated Freightways

O-T-R                      A San Jose driver bobtailed from San Jose to the Consolidated  
Dispute                      terminal at San Leandro. He picked up a load and delivered it to the  
                                 consignee in San Jose. The Union is claiming the local rate of pay  
                                 for the driver involved.

DISPOSITION:      Postponed.

---

Case #                      Local 287, San Jose, California, and  
11-7-3407                      Garden City Transportation

Joint                      Claimant has week of 9/4/67 as vacation. Company told claimant  
Council #7                      to report back to work on 9/11/67. Because of holiday occurring  
Dispute                      while on vacation, vacation should be extended by one day.

DECISION:              (Main Committee - Transcript Page 610 - 11/17/67)  
M/m/s/c/ that the claimant does not have any additional claim for money.

---

Case #                      Local 287, San Jose, California, and  
11-7-3408                      Navajo Freight Lines

Joint                      Sleeper team dropped 16,700 lbs. freight on September 17, 1967.  
Council #7                      Union's position is that sleeper teams cannot drop 16,000 lbs. of  
Dispute                      freight and drive liftfork truck.

DISPOSITION:      Settled and **Withdrawn**.

---

Case #                      Local 287, San Jose, California, and  
11-7-3409                      Pacific Motor Trucking

O-T-R                      Company violated Article 41 on August 11, 1967.  
Dispute

DECISION:              (Main Committee - Transcript Page 600 - 11/17/67)  
M/m/s/c/ that the claim of the Union be denied based on the facts.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 287, San Jose, California, and  
11-7-3410 Pacific Motor Trucking

Joint Work jurisdiction. The Company is dropping trailers at the Payless  
Council #7 Drug Stores for Van Load Sales. These trailers are left at the  
Dispute consignee for two-three or four days. The Union's position is that  
the Company may not drop trailers without local men in attendance.

DECISION: (Main Committee - Transcript Page 603 - 11/17/67)  
The Main Committee will hold jurisdiction on this and postpone it until the next meeting.

---

Case # Local 287, San Jose, California, and  
11-7-3411 U.S. Products Corporation

O-T-R Company in violation of Article 41 on August 11, 1967.  
Dispute

DISPOSITION: (Main Committee - Transcript Page 75 - 11/14/67)  
Settled and Withdrawn.

---

Case # Local 287, San Jose, California, and  
11-7-3412 U.S. Products

O-T-R Company in violation of Article 41.  
Dispute

DISPOSITION: Remanded back to the parties and the committee to hold jurisdiction.

---

Case # Local 307, Casper, Wyoming, and  
11-7-3413 Salt Creek Freightways, Inc.

O-T-R Marvin Sills claiming holiday pay.  
Dispute

DISPOSITION: Settled and Withdrawn.

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Case # Local 315, Martinez, California, and  
11-7-3414 McKeown Transportation

O-T-R Company using Allyn Transportation to make three loads to Idaho  
Dispute since July 30th while we have regular men off and available who  
have performed this work in the past.

DECISION: (Main Committee - Transcript Page 308 - 11/15/67)  
M/m/s/c/ based on the facts in this case the claim be denied.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 315, Martinez, California, and  
11-7-3415 West Transportation

O-T-R Ed Babros was scheduled to go to work 4/9/67 from Richmond to  
Dispute Montebello. Company used sub-hauler to do this work while he was  
already dispatched on it and was told not to make the trip.

DECISION: (Main Committee - Transcript Page 304 - 11/15/67)  
M/m/s/c/ this matter be referred to the Sub-Committee.  
Decision of committee appointed to handle disputes filed during the strike-lockout  
period - Main Committee - Transcript Page 697 - "The claim was allowed."

---

Case # Local 381, Santa Marie, California, and  
11-7-3416 Certified Freight Lines

O-T-R Union on behalf of Don Pacheco claims 25 times 30 miles for extra  
Dispute mileage at .11725, for total of \$87.94, and 25 times 30 miles at \$.10  
per mile for use of his own vehicle for a total of \$75.00 and grand  
total of \$162.94.

DECISION: (Alternate Main Committee-11/16/67-C. L. O. Transcript Page 223)  
M/m/s/c/ that the claim of Pacheco be denied.

---

Case # Local 439, Stockton, California, and  
11-7-3417 P. C. P. Transportation

O-T-R Union requests that drivers on regular board be compensated for all  
Dispute time lost when Mr. Brown and Mr. Oswald were dispatched improperly  
from August 15, 1967 until time of hearing.

DECISION: (Main Committ - Transcript Page 517 - 11/16/67)  
M/m/s/c/ that the Melhoff employees will be properly dovetailed in their seniority  
position for I. C. C. work only, and they will go to the bottom of the P C P seniority  
board for any other work.

---

Case # Local 467, San Bernardino, California, and  
11-7-3418 Paxton Trucking Company

O-T-R The Company is in violation of Article 42, Section 4, of the said  
Dispute agreements - change of terminals.

DECISION: (Alternate Main Committee-11/17/67-C. L. O. Transcript Page 298)  
M/m/s/c/ that based on the facts presented in this particular case the Union claim  
be denied.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 468, Oakland, California, and  
11-7-3419 Delta Lines

O-T-R Money claim for John C. Torbet. Driver hauling ammo took one  
Dispute hour lunch at the end of five and one-half hours and another one hour lunch period at the end of the second 5-1/2 hours. The Company paid for two one-half hour lunch periods and the Union is claiming that the driver should have been paid for two one hour lunch periods.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 468, Oakland, California, and  
11-7-3420 Pacific Motor Trucking

O-T-R Money claim for Chester D. Gardner Jr. On July 31, the grievant  
Dispute was dispatched to Redding with a straight Redding load. He had bid Redding or Eugene if the flow of freight required the Eugene run. On the same night, a Redding bid man took a set of doubles, one Redding box and one Eugene box to Redding. At Redding the Eugene box was married with another Eugene box and moved to Eugene by a Medford bid man returning to his home terminal. The Union's position is that the grievant should have taken the Eugene freight to Eugene.

DECISION: (Alternate Main Committee-11/17/67-C. L. O. Transcript Page 303)  
M/m/s/c/ that based on the evidence presented in this particular case the claim of the Union be denied.

---

Case # Local 468, Oakland, California, and  
11-7-3421 Pacific Motor Trucking

O-T-R Money claim for Chester D. Gardner Jr. Grievant should have taken  
Dispute the Eugene freight to Eugene. Claiming difference in pay between a Redding and a Eugene trip on July 19, 1967.

DECISION: (Alternate Main Committee-11/17/67-C. L. O. Transcript Page 308)  
M/m/s/c/ that based on the facts presented in this case the position of the Union be upheld.

---

Case # Local 468, Oakland, California, and  
11-7-3422 Pacific Motor Trucking

O-T-R Runaround for Vernon Cramer. A Los Angeles driver on the pre-  
Dispute ferred extra board left Oakland with a Stockton load. He dropped the load at Stockton, picked up a Los Angeles load and proceeded to his home terminal. The Union's position is that the Stockton load was short line work and he is filing runaround for a shortline driver.

DECISION: (Main Committee - Transcript Page 319 - 11/15/67)  
M/m/s/c/ that the claim of the Union be upheld and the Company and the Unions are instructed to get together and set up dispatch procedures.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 468, Oakland, California, and  
11-7-3423 Pacific Motor Trucking

O-T-R A Sacramento based driver dispatched to Oakland with a set of doubles.  
Dispute Picked up a set at Oakland, one of which was destined for Medford,  
and returned to Sacramento. The Medford load was married with  
another Medford load at Sacramento and a Medford based driver  
proceeded to Medford with the doubles. The Union's position is that  
an Oakland driver should have taken the Medford load to Medford.

DECISION: (Main Committee - Transcript Page 605 - 11/17/67)  
M/m/s/and Deadlocked/ that the claim of the Union be upheld.  
M/m/s/ and did not receive a majority vote "that this case go to arbitration.

---

Case # Local 495, Los Angeles, California, and  
11-7-3424 Pacific Motor Trucking

Automotive Local 495 in behalf of Richard Swayzer requests that the Company  
Dispute be instructed to bid the stockroom job.

DISPOSITION: Postponed.

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Case # Local 495, Los Angeles, California, and  
11-7-3425 Walkup Merchant's Express

Automotive Local 495 in behalf of William McSorley claims 9 hours pay for work  
Dispute performed by someone outside of bargaining unit.

DISPOSITION: Postponed.

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Case # Local 533, Reno, Nevada - Local 150, Sacramento, and  
11-7-3426 McLeod Trucking

O-T-R Employer violating Change of Operation. Refuses to make agreement  
Dispute between owner/operator, Employer and the Union. Believe Employer  
using subterfuge. Requesting cease and desist order.

DECISION: (Main Committee - Transcript Page 476 - 11/16/67)  
M/m/s/c/ because of all the documents that Local 533 has, and they were not permitted  
to be presented on the local level, that this case be sent back to 150 and Local 533  
and a representative of the California Trucking Association and McLeod to see if it  
can be resolved. In the event it is not resolved, this committee will hold jurisdiction.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 631, Las Vegas, Nevada, and  
11-7-3427 Ringsby Truck

Master Jay Tripp, a member of Local 631 and working for Ringsby Truck  
Dispute Lines, while faithfully discharging his duty of driving from Beatty to Las Vegas was involved in an accident. He had to hire an Attorney, make three trips from his home in Beatty, Nevada to Las Vegas, a distance of 230 miles round trip, pay his expenses for transportation, meals, lodging, Attorney and court costs which were not reimbursed to him. He was found innocent in Municipal Court at Las Vegas on the citation and all charges were dismissed. Claim is for Attorney fees and expenses.

DECISION: (Main Committee - Transcript Page 231 - 11/15/67)  
M/m/s/and Deadlocked/ the claim of the Union be upheld.  
M/m/s/ and did not receive a majority vote "that this case go to arbitration."

---

Case # Local 690, Spokane, Washington, and  
11-7-3428 Helphrey Motor Freight, Inc.

O-T-R Protesting cancellation of Robert Powers' run to Great Falls, Montana  
Dispute on June 4, 1967. Asking for reimbursement of said run due to the reason that Truck #270, Trailer #234 were loaded with Great Falls freight, they cancelled out my schedule, ran this unit via Kalispell, Montana with a Kalispell-based driver and on to Great Falls with another Kalispell-based driver.

DECISION: (Main Committee - Transcript Page 496 - 11/16/67)  
M/m/s/c/ that the claim of the Union in this case is denied, but by the presentation placed on the record by the parties, that an agreement was reached that if there were full loads for Great Falls on the sixth day, that they be offered to the two men assigned to the runs.

---

Case # Local 692, Long Beach, California, and  
11-7-3429 Harbor Truck Lines - i.e. Shippers Over-night Service

Master Harbor Truck Lines operated Shippers Overnight Service in conjunction  
Dispute with, and as a part of Harbor Truck Lines. The equipment was used by both Companies. Employees of Harbor's seniority list drove Shippers Overnight Service equipment and delivered both Harbor Truck and S.O.S. freight. Employees of Shippers Overnight Service seniority list used Harbor and S.O.S. equipment and delivered freight for both Companies. On Friday, August 18, 1967, all employees of Shippers Overnight Service were placed on lay-off. It is our position that Shippers Overnight Service is a portion of Harbor Truck Lines. Since they are both one and the same Company, we feel Harbor Truck is responsible and should pay these various claims.

DECISION: (Main Committee - Transcript Page 139 - 11/14/67)  
M/m/s/and Deadlocked that the Company be instructed to pay the people their back pay.  
M/m/s/and did not receive a majority vote "that this case go to arbitration."

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 692, Long Beach, California, and  
11-7-3430 Ventura Transfer Orr Tank Lines

Tank Union claims Ventura Transfer Orr Tank Lines is in violation of  
Truck Article 38, Section 1, Scope and Agreement, and compensation for  
Dispute all employees be paid under correct contract.

DECISION: (Main Committee - Transcript Page 156 - 11/14/67)  
M/m/s/c/ that based on the facts the claim of the Union be denied.

---

Case # Local 741, Seattle, Washington, and  
11-7-3431 Consolidated Freightways

O-T-R Local 741 requests runaround pay in the amount of a Seattle to Portland  
Dispute turn for D. J. Olsen, Consolidated Freightways, Seattle line driver  
when on July 7, 1967, Portland driver Gaston went from Moses Lake  
after a layover to Portland via Seattle and dropped and picked in  
Seattle.

DISPOSITION: Postponed.

---

Case # Local 911, Klamath Falls, Oregon, and  
11-7-3432 Bend-Portland Truck Service

O-T-R Dispute over runaround claim for Stanley D. Wills as a result of  
Dispute dock man in Bend being dispatched to Sycan and return on July 24/67.

DECISION: (Main Committee - Transcript Page 167 - 11/14/67)  
M/m/s/c/ that the claim of the Union be upheld.

---

Case # Local 961, Denver, Colorado, and  
11-7-3433 Navajo Freight Lines, Inc.

O-T-R J. M. Orten and H. L. Hicks state: On trip #81614 dispatched Denver  
Dispute via powder lot to Manteca. The total of this mileage is 4,495 miles,  
we added 15 to this for going past the ammo lot, a total of 4,510  
miles. Claimed only paid 4,484 miles. Company owes me 26 miles.  
We did not receive a denial slip or explanation of the shortage.  
Claimed 10-3/4 hours pay for this was only paid 9-3/4, no explanation  
or denial slip. Due \$1.64 each on mileage, due \$3.50 each on hourly  
rate - Total \$5.14.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
11-7-3434 Navajo Freight Lines, Inc.

O-T-R O.K. Foster states: On 9/7/67, Swinford, the other man on the  
Dispute Colorado Springs-Pueblo run was dispatched twice and I was left at  
home. I claim \$27.04 for not being dispatched with one of those loads.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 961, Denver, Colorado, and  
11-7-3435 Navajo Freight Lines, Inc.

O-T-R Frank S. Swinford states: On 9/3/67 and 9/5/67, the Company let  
Dispute me sit home and Foster who runs opposite me pulled two trips each  
on these nights. This is a subterfuge to evade the contract and not  
pay me 8 hours each. I claim the Company owes me \$54.00 for these  
two nights.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 961, Denver, Colorado, and  
11-7-3436 Navajo Freight Lines, Inc.

O-T-R O.K. Foster states: On August 30, 1967 and August 31, 1967,  
Dispute Swinford, the other man on the Pueblo, Colorado Springs run, was  
dispatched twice and I was left at home. I claim \$27.04 for not being  
dispatched with one of these loads.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 961, Denver, Colorado, and  
11-7-3437 Navajo Freight Lines, Inc.

O-T-R O.K. Foster states: On September 1, 1967, Swinford, the other man  
Dispute on the Pueblo-Colorado Springs run, was dispatched twice and I was  
left at home. I claim \$27.04 for not being dispatched with one of  
those loads.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 961, Denver, Colorado, and  
11-7-3438 Navajo Freight Lines, Inc.

O-T-R Ivan L. Brown states: The dispatcher at Amarillo said that the load  
Dispute was ready 1/2 hour after we got there and wouldn't sign for the time  
at all. We were also told the 1/2 hour was all we had coming but  
we were there 2 hours in all as we had been on the road about 2 days  
and needed to clean up.

DISPOSITION: Settled and Withdrawn.

---



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
11-7-3439 Navajo Freight Lines, Inc.

O-T-R Paul C. Cooper and Robert C. White state: Runaround on Tractor  
Dispute #2095 (Brown & Dye). We received 2-1/3 hour layover time which  
was signed for so we have 10-3/4 hours runaround due from #2095  
going on to San Jose with different trailer.

DECISION: (Main Committee - Transcript Page 456 - 11/16/67)  
M/m/s/c/ the claim be denied.

---

Case # Local 961, Denver, Colorado, and  
11-7-3440 Navajo Freight Lines, Inc.

O-T-R Virgil R. Davis and Walter Orcutt state: On Trip #81825 was dis-  
Dispute patched Denver to Albuquerque to Port Chicago to Oakland. Was  
in Oakland 14-3/4 hours getting wing window installed on right side.  
Due 3-3/4 hours each.

DECISION: (Main Committee - Transcript Page 459 - 11/16/67)  
M/m/s/c/ the claim of the Union be upheld.

---

Case # Local 961, Denver, Colorado, and  
11-7-3441 The Ringsby System

O-T-R Jim Graves and Clif Walton state: \$1.00 in lieu of hotel has been  
Dispute taken away since contract was signed.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 961, Denver, Colorado, and  
11-7-3442 The Ringsby System

O-T-R George C. Degney and Robert Clark state: First to arrive at accident  
Dispute scene (not involved) serious injuries, couldn't leave until N.H.P.  
and ambulance arrived. Couldn't drive off and leave people lying  
out in the sagebrush - June 18, 1967, 5:55 to 7:15 a.m., M.D.T.

DISPOSITION: Settled and Withdrawn.

---



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
11-7-3443 The Ringsby System

O-T-R R.J. Penman states: On 2/8/67, Mr. Irelan and I were dispatched  
Dispute to Sacramento, California with Trailer #9-305 with a SLC drop.  
We arrived at Sacramento 2/9/67, 8:54 o'clock. Were dispatched  
on to Stockton 1900 o'clock. I am asking for 10-1/2 hours of abusive  
use of free time in Sacramento because we know that this trailer sat  
there all this time waiting to go on to Stockton.

DECISION: (Main Committee - Transcript Page 462 - 11/16/67)  
M/m/s/c/ the claim be denied.

---

Case # Local 70, Oakland, California, and  
11-7-3444 Navajo Freight Lines

Discharge The Union feels that the Company made a private agreement with  
the employee (Ricardo Navarro) Union requesting that this be null  
and void in accordance with the contract.

DECISION: (Main Committee - Transcript Page 424 - 11/15/67)  
M/m/s/c/ that the man signed a resignation and the case is improperly before this  
committee.

---

Case # Local 81, Portland, Oregon, and  
11-7-3445 Pacific Intermountain Express

Discharge Protest of the discharge of John L. Dickson for accident which  
occurred on September 8, 1967.

DECISION: (Alternate Main Committee-11/17/67-C. L. O. Transcript Page 342)  
M/m/s/c/ that the claim of the Union be denied.

---

Case # Local 81, Portland, Oregon, and  
11-7-3446 Portland-Seattle Freight Lines

Discharge The Union is protesting the discharge of Robert Miller.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 85, San Francisco, California, and  
11-7-3447 Hills Transportation Company

Discharge Local 85 protests the discharge of Robert Clary and requests that he remain on the job with no loss of pay or seniority.

DECISION: (Alternate Main Committee-11/17/67-C. L. O. Transcript Page 335)  
M/m/s/c/in Case #11-7-3447 and Case #11-7-3448 that the protests to the terminations in these cases were not timely filed; therefore, the cases were improperly before the Joint Council 7 Labor-Management Committee.

Note: The same decision applies in Case #11-7-3448.

---

Case # Local 85, San Francisco, California, and  
11-7-3448 Hills Transportation Company

Discharge Local 85 is protesting the discharge of Harry Wilson and requests that he remain on the job with no loss of pay or seniority.

DECISION: The decision in Case #11-7-3447 applies.

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Case # Local 85, San Francisco, California, and  
11-7-3449 Willig Freight Lines

Discharge The Union protests the termination of Raymond Stevens.

DECISION: (Main Committee - Transcript Page 346 - 11/15/67)  
M/m/s/c/ that the discharge be denied and be reduced to a warning letter for fighting on Company property, and that the employee receive the four trips that he missed into Los Angeles.

---

Case # Local 180, Los Angeles, California, and  
11-7-3450 Transcon Lines

Discharges We feel that Walter S. Benjamin, Charles D. Morse and Miles Hamper were unjustly terminated and that the facts of their cases will confirm our contention, therefore, we request that they be reinstated with full seniority and other benefits and be compensated for all time lost.

DECISION: (Main Committee - Transcript Page 365 - 11/15/67)  
M/m/s/and Deadlocked /based on the facts presented in this case, the three men be returned back to work with full back pay and all seniority rights under the contract.  
NOTE: In view of the fact that Transcon is a Multi-Conference carrier and the terminations involved the application of Article 43, Section 2, these cases are referred to the Multi-Conference Committee.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
11-7-3451 Pacific Motor Trucking Company

Discharge Local 208 on behalf of J. Martinez protests issuance of termination notice dated August 28, 1967 alleging "dishonesty" requesting that he be reinstated with his full seniority and compensated for all time lost.

DECISION: (Main Committee - Transcript Page 543 - 11/16/67)  
M/m/s/c/ based on the facts presented in this case by the parties the discharge is upheld.

---

Case # Local 208, Los Angeles, California, and  
11-7-3452 Signal Trucking Service, Ltd.

Discharge The Local Union protests the termination of George Lindsey dated September 12, 1967. The Local therefore requests the reinstatement of Lindsey together with all seniority benefits and compensation for all time lost.

DECISION: (Main Committee - Transcript Page 331 - 11/15/67)  
M/m/s/c/ the discharge be upheld.

---

Case # Local 357, Los Angeles, California, and  
11-7-3453 T.I. M. E. Freight Lines

Discharge The Local Union wishes to protest the discharge of Fernando Caballero.

DECISION: (Main Committee - Transcript Page 470 - 11/16/67)  
M/m/s/c/ that the claim of the Union be upheld; that he be paid all back pay less moneys earned.

---

Case # Local 467, San Bernardino, California, and  
11-7-3454 Allyn Transportation Co.

Discharge Union protests discharge of Stanley E. Stevens and requests he be returned to work with full seniority and compensation for all time lost.

DECISION: (Alternate Main Committee-11/17/67-C. L. O. Transcript Page 292)  
M/m/s/c/ that the discharge of Stanley E. Stevens be rescinded and that he be returned to the seniority list with no pay for lost work and that he be given work on an available basis.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 467, San Bernardino, California, and  
11-7-3455 Watson-Wilson Yellow Transit

Discharge The Company discharged Mr. Rohm on September 3, 1967 claiming reckless driving involving a preventable accident. No prior warning notice in effect. We ask that Mr. Rohm be returned to work with full seniority and without loss of pay.

DECISION: (Main Committee - Transcript Page 557 - 11/16/67)  
M/m/s/c/ that the discharge be reduced to a suspension and that the man be restored to work with full seniority his next regular shift position and no back pay.

---

Case # Local 180, Los Angeles, California, and  
11-7-3456 Transcon Lines

Warning Letter Local 180 takes the position that the warning notices issued to the drivers listed below with reference to their alleged participation in an unauthorized work stoppage are unjustified and facts of the situation will support our contention that these letters should be rescinded.

Charles G. Davis Herman F. Brown Roy L. Nash  
Don W. Peacock David F. Weeden Lloyd Whittacre

DECISION: (Alternate Main Committee-11/17/67-C. L. O. Transcript Page 313)  
M/m/s/and Deadlocked/ that the warning letters issued to C.G. Davis, H. F. Brown, R. L. Nash, D. W. Peacock, D. F. Weeden and Lloyd Whittacre be sustained.

---

Case # Local 186, Santa Barbara, California, and  
11-7-3457 Imperial Truck Lines, Inc.

Warning Letter Protest of warning notice dated August 7, 1967 to Arthur McBride.

DISPOSITION: Postponed.

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Case # Local 190, Billings, Montana, and  
11-7-3458 Garrett Freightlines

Warning Letter Local 190 protests warning letter issued to Don Jacobson and request same be removed from his file.

DISPOSITION: Settled and Withdrawn.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 235, Orange, California, and  
11-7-3459 Schaldach Truck Lines

Warning Letter This involves Roy Abbott. We do not believe the warning notice should have been issued to him.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 357, Los Angeles, California, and  
11-7-3460 Transcon Lines

Warning Letters We wish to protest warning notices issued on August 21, 1967 to the following, and request they be removed from their records.  
Raymond A. Cota, Louis J. Anderson, George R. Fuller, Lloyd O. Scott, Arthur H. Lussow.

DECISION: (Alternate Main Committee-11/16/67-C. L. O. Transcript Page 272)  
M/m/s/c/ that the warning letters be upheld.

---

Case # Local 396, Los Angeles, California, and  
11-7-3461 Di Salvo Trucking Company

Warning Letter Local 396 on behalf of Willis McKinney are protesting warning notice issued September 15, 1967.

DECISION: (Main Committee - Transcript Page 176 - 11/14/67)  
M/m/s/c/ that the warning letter be upheld.

---

Case # Local 983, Pocatello, Idaho, and  
11-7-3462 Garrett Freightlines, Inc.

Warning Letter The Local Union wishes to protest the warning letter issued to John Evans.

DECISION: (Alternate Main Committee-11/16/67-C. L. O. Transcript page 194)  
M/m/s/and Deadlocked/ that the warning letter be upheld.

---

Case # Local 150, Sacramento, California, and  
11-7-3465 Haslett Trucking Company

Office Dispute Union claims Memorial Day pay for Bill Grubic. Union claims that a man's pay for vacations is the same as a day worked. In this case, the man was laid off and took his vacation. The vacation took him within 15 days of the holiday and therefore the man is entitled to holiday pay.

DECISION: (Committee for Local Operations - Transcript Page 69 - 11/14/67)  
M/m/s/c/ that based on the facts presented the claim be denied.

---



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 190, Billings, Montana, and  
11-7-3466 United-Buckingham Freight Lines

P & D Request 8 hours pay at overtime rate for employee Jack Furstnow  
Dispute for work performed by members outside bargaining unit.

DECISION: (Committee for Local Operations - Transcript Page 72 - 11/14/67)  
M/m/s/c/ that based on the facts presented the claim be denied.

---

Case # Local 190, Billings, Montana, and  
11-7-3467 United-Buckingham Freight Lines

P & D Request Jim Gahagan be placed on the seniority list as a regular  
Dispute employee with a seniority date of 9/5/67, and be paid for all time  
worked by junior employees.

DECISION: (Committee for Local Operations - Transcript Page 80 - 11/14/67)  
M/m/s/c/ that the claim of James Gahagan be denied.

---

Case # Local 334, Spokane, Washington, and  
11-7-3468 Beardmore Heavy Hauling & Crane Service

Office It is the position of the Union that neither Ellen V. Jones or Ruth  
Dispute F. Stickney are receiving the proper rate of pay for their classif-  
ication. Both of these employees are to be paid the proper rates  
of pay for their classifications and such proper rate of pay shall be  
retroactive to May 1, 1967.

DECISION: (Committee for Local Operations - Transcript Page 117 - 11/15/67)  
M/m/s/c/ that the contract is effective May 1, 1967 and the differential catchup  
on rates as spelled out in the letter dated August 24, 1967, as read into the record  
shall be applied to the contract in question.

---

Case # Local 334, Spokane, Washington, and  
11-7-3469 Beardmore Heavy Hauling & Crane Service

Office It is the position of the Union that Ruth F. Stickney should be com-  
Dispute pensated for every day that she was laid off since May 1 1967,  
and bargaining unit work was performed by an employee other than  
a member of the bargaining unit.

DECISION: (Committee for Local Operations - Transcript Page 123 - 11/15/67)  
M/m/s/c/ in Case #11-7-3469 Flo Bucholz is and has been performing work within  
the jurisdiction of the Union Contract and shall be included in the bargaining unit;  
further, that Ruth Stickney had been properly laid off.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 431, Fresno, California, and  
11-7-3470 O.N.C.

P & D Union claims holiday pay (September 4, 1967) Labor Day for Tony  
Dispute Rodriquez who has served his probationary period (30 days) first  
day worked 8-1-67.

DECISION: (Committee for Local Operations - Transcript Page 236 - 11/16/67)  
M/m/s/c/ that the claim of the Union be denied.

---

Case # Local 741, Seattle, Washington, and  
11-7-3471 O.N.C. Motor Freight System

P & D Local 741 is in dispute with the seniority date of the following  
Dispute Pick-Up & Delivery and dock employee of O.N.C: Clause Hereth -  
September, 1967. Union claims this employee should be placed  
on the regular seniority list on the first day in the calendar month  
that he worked 12 days and be reimbursed for holidays and other  
fringe benefits he has due under the agreement.

DECISION: (Committee for Local Operations - Transcript Page 9 - 11/14/67)  
M/m/s/c/ that this case be referred to the Main Committee for settlement.  
DISPOSITION: (Main Committee - Postponed.

---

Case # Local 2, Butte, Montana, and  
11-7-3472 Consolidated Freightways

O-T-R Request two days pay for Mervin Gerke because of assignment of  
Dispute tractor to sleeper team.

DECISION: (Main Committee - Transcript Page 639 - 11/17/67)  
M/m/s/c/ the claim of the Union be upheld.

---

Case # Local 53, Bozeman, Montana, and  
11-7-3473 Consolidated Freightways - Bulk Commodities

Tanker The Union takes the position that when the present National Contract  
Dispute was negotiated that .11¢ per hour and a 1/2¢ per mile cost of  
living allowance was included in the rates of pay that were to become  
effective 4/1/67 as a result of the National Negotiations. It is  
the Union's position that the Employer must pay this cost of living  
allowance.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California, and  
11-7-3474 Los Angeles-Seattle Motor Express

Joint Money claim - Fontana, Frye, Simpson, Bowler.  
Council #7  
Dispute

DISPOSITION: Withdrawn.

---

Case # Local 70, Oakland, California, and  
11-7-3475 March Transportation

Joint Money claim - Plumkett. Grievant was sick on September 11, 1967.  
Council #7 He reported for work on graveyard shift on September 12, 1967 and  
Dispute the Company refused to let him go to work. They did let an extra  
man go to work on the shift. The Union was filing for a day's pay.

DECISION: (Main Committee - Transcript Page 683 - 11/17/67)  
M/m/s/c/ based on the facts presented in this case that the claim of the Union is  
denied but the Company be instructed to sit down with the Union under the provisions  
of the contract and try to resolve a set of working rules.

---

Case # Local 70, Oakland, California, and  
11-7-3476 March Transportation

Joint Money claim - Stanley - Haley and Auclair. In an effort to adjust  
Council #7 vacations so that employees could take their vacations during the  
Dispute prime months the Company refused to permit employees to take their  
vacations until after their anniversary date. The Union's position  
was that in the past the men had been permitted to take their vacations  
on a pro-rated basis.

DECISION: (Main Committee - Transcript Page 689 - 11/17/67)  
M/m/s/c/ that the employee cannot demand accrued vacation within his first twelve  
months of employment unless the Employer gives it to him. After the first year of  
employment, regardless of the anniversary date, the employee can take his full  
vacation according to his seniority but shall only receive vacation pay at that time  
prorated to the date the vacation is taken, and shall receive the balance of vacation  
pay due at his anniversary date.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 85, San Francisco, California, and  
11-7-3477 Pacific Motor Trucking

Joint This case previously filed as Case #LD-3360. It was heard before  
Council #7 this committee on October 19, 1967. The Motion was deadlocked.  
Dispute Union's position is that this case is not untimely.

DECISION: (Main Committee - Transcript Page 254 - 11/15/67)  
The Decision in Case #11-7-3378 applies.

---

Case # Local 85, San Francisco, California, and  
11-7-3478 Pacific Motor Trucking

Joint Money claim - Ray Hardwick. Union is filing for pay for September  
Council #7 18, 1967, and if granted the man would also have been entitled to  
Dispute holiday pay for Labor Day and Admission Day.

DECISION: (Main Committee - Transcript Page 256 - 11/15/67)  
M/m/s/c/ the claim of the Union be denied.

---

Case # Local 150, Sacramento, California, and  
11-7-3479 Thompson Brothers Freight Forwarding Company

O-T-R Union claims 8 hours pay for September 7th for Karl L. Barbee,  
Dispute and 8 hours pay for September 8th for William Oakes and Vernon Forelo.

DECISION: (Main Committee - Transcript Page 125 - 11/14/67)  
M/m/s/c/ based on the facts presented in this case that the claim of the union is denied but the Company be instructed to give the drivers written dispatch orders.

---

Case # Local 150, Sacramento, California, and  
11-7-3480 Trans-Action, Inc.

Master Union has contract with Company that binds all the partners. The  
Dispute Company is now dissolving, but two of the partners are continuing to do work as different companies that was formerly done by Trans-Action. Union claims corporation is responsible under successor clause. Each officer still in business and responsible under the contract.

DECISION: (Main Committee - Transcript Page 129 - 11/14/67)  
M/m/s/c/ that based on the facts in this case the claim of the Union be upheld.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 431, Fresno, California, and  
11-7-3481 Consolidated Freightways

Master Union claims Labor Holiday pay for the men involved who were  
Dispute working for Aetna, a Company bought by Consolidated. Company  
claims they took over Aetna Freight Lines on September 5, 1967  
and don't feel they are liable for the holiday.

DECISION: (Main Committee - Transcript Page 529 - 11/16/67)

M/m/s/and Deadlocked that the position of the Union be upheld.

NOTE: This case was referred to the National Committee.

---

Case # Local 468, Oakland, California, and  
11-7-3482 Pacific Intermountain Express

O-T-R Union is filing for difference between an Omaha and a Twin Cities  
Dispute dispatch (Pay Log #151275) for grievants Silva and Chatburn.

DISPOSITION: Postponed.

---

Case # Local 684, Eureka, California - Local 962, Medford, Oregon, and  
11-7-3483 Asbury Transportation Company

Tanker Union claims reinstatement of the Rider provisions #169 (MS#21)  
Dispute and asks that money adjustments be made to all employees affected  
at the Crescent City, Eureka, California, and Medford and Grants  
Pass, Oregon, terminals.

STIPULATED AGREEMENT: (Main Committee-Transcript Pg.189 - 11/14/67)

This dispute was Settled and Withdrawn with the following Stipulated Agreement:

"Where the Company on March 31, 1967 was paying .10475 per mile, on 4/1/67 the Company gave .00250 as an adjustment, which brought the current rate on 4/1/67 to .10725. The Company has made no further adjustments, so the present rate is .10725. The Company will on 7/1/68 grant .00250, making the mileage rate then on 7/1/68, .10975, which will be then the prevailing rate under the contract that's been negotiated. And then on the third stage, the Company will give the quarter of a cent per mile increase."

---

Case # Local 690, Spokane, Washington, and  
11-7-3484 All Employers signatory to the National Master Freight Agreement  
and its Supplements who have employees who are members of  
the Teamsters Union, Local 690

O-T-R Teamsters Union 690 wants to retain the 2 hour call time at both  
Dispute the home terminal and away-from-home terminals for both sleeper  
and singleman runs.

DISPOSITION: Settled and Withdrawn.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 983, Pocatello, Idaho, and  
11-7-3485 Garrett Freightlines

O-T-R Pocatello extra board driver, M.K. Egan was dispatched from  
Dispute Pocatello to Idaho Falls and return (without layover). The Company  
paid the trip as shortline and the Union claims it should have been  
paid longline.

DECISION: (Main Committee - Transcript Page 539 - 11/16/67)  
M/m/s/c/ that the claim of the Union be denied because there is a Rider in existence.

---

Case # Local 439, Stockton, California, and  
11-7-3486 Karlson Brothers Trucking

Discharge Union protests discharge of Wayne McCormick dated October 2, 1967.

DECISION: (Main Committee - Transcript Page 428 - 11/15/67)  
M/m/s/c/ that the discharge be denied and the man go back to work with full seniority  
rights and all back pay and the warning letters stand.

---

Case # Local 741, Seattle, Washington, and  
11-7-3487 Pacific Intermountain Express

Warning Local 741 protests the warning notice issued to Mr. Charles Phillips  
Letter by Pacific Intermountain Express on September 29, 1967.

DISPOSITION: Settled and Withdrawn.

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Case # Local 983, Pocatello, Idaho, and  
11-7-3488 Garrett Freightlines, Inc.

Warning Protest of warning letter for Jerry Borgogno. It is the Union's position  
Letter that the Company has no right to discipline (including issuing warning  
notices) extra board drivers for missed calls and that since extra  
board drivers are not guaranteed any earnings, they do not have to be  
available for call.

DECISION: (Alternate Main Committee-11/16/67-C. L. O. Transcript Page 199)  
M/m/s/c/ that the warning letter be sustained.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 856, San Francisco, California, and  
11-7-3490 All Power of Attorney Companies of the California Trucking  
Association under the 856 Supplement and Rider

Interpre- The Local Union requests an Interpretation of the application of the  
tation sick leave clause as it pertains to the effective date of replenishing  
one's sick leave fund.

DECISION: (Main Committee - Transcript Page 613 - 11/17/67)  
M/m/s/c/ that in view of the evidence presented in this case, the sick leave is accumulat-  
ed from July 1 to July 1.

---

Case # Local 180, Los Angeles, California, and  
11-7-3491 Consolidated Freightways

O-T-R Local 180 claims that Consolidated Freightways is not paying the proper  
Dispute mileage and has applied the 1/6th formula incorrectly. We are asking  
that Eugene Whittington and other drivers be paid.

DISPOSITION: Postponed.

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Case # Local 208, Los Angeles, California, and  
11-7-3492 Russell Truck

P & D Claim by John Neubauer for all days that junior or casual men have  
Dispute worked in his stead since 9-29-67 to date.

DECISION: (Committee for Local Operations - Transcript Page 29 - 11/14/67)  
M/m/s/c/ that this case be referred to the Main Committee.  
DISPOSITION: Main Committee - Postponed.

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Case # Local 224, Los Angeles, California, and  
11-7-3493 Pacific Motor Trucking

O-T-R Claim in behalf of August A. Ambrosino, Mike C. Baldonado, for  
Dispute abuse of free time at the layover point.

DISPOSITION: Postponed.

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Case # Local 235, Orange, California, and  
11-7-3494 Pacific Motor Trucking

P & D Two claims involving Roscoe Cox referred back from the George King-  
Dispute Paul Fox Committee.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
11-7-3495 Pacific Intermountain Express

Warning The Local Union wishes to protest the warning letter and discharge  
Letter & of Orrin Cranick .

Discharge

STIPULATED DECISION: (Main Committee - Transcript Page 515 - 11/16/67)  
Warning letter for Chicago disturbance to stand. Termination letter reduced to letter  
of warning for insubordination. Employee to return to work on December 18, 1967  
with full seniority, no back pay.

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Case # Local 180, Los Angeles, California, and  
11-7-3496 Pacific Intermountain Express

Discharge The Local Union wishes to protest the termination of Al Hausman.

STIPULATED DECISION: (Main Committee - Transcript Page 516 - 11/16/67)  
Termination letter reduced to letter of warning for accident. Employee to return to  
work on Monday, November 20, 1967, full seniority, no back pay.

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Case # Local 180, Los Angeles, California, and  
11-7-3497 Pacific Intermountain Express

Warning The Local Union wishes to protest the warning letter and discharge  
Letter & of James Mizell.  
Discharge

DECISION: (Main Committee - Transcript Page 437 - 11/15/67)  
M/m/s/c/ the discharge be upheld.

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## DECISIONS OF JOINT WESTERN AREA COMMITTEE

### FUNERAL LEAVE, AMMUNITION AND LOCKOUT CASES

The Funeral Leave cases that were before this committee were assigned to a sub-committee, and that committee after meeting have referred all the Funeral Leave cases back to the parties to be settled in accordance with the Funeral Leave interpretation that was adopted by the National Grievance Committee.

The cases that were filed and appeared before the Joint Western Committee with respect to ammunition hauls and time spent for guarding equipment during meals are being also referred back to the parties for settlement based upon the understanding arrived at between the committee members.

### STATEMENT ON ARTICLE 58, SECTION 2

In connection with the interpretation of the article on payment of drivers at meal stops in connection with ammunition loads, it was not the intent of the National Negotiating Committee to change the method of payment for meal time when hauling ammunition (Article 58, Section 2, Western States Area Over-The-Road Supplemental Agreement). Both men shall continue to be paid during meal stops in accordance with the previous decision in Case #JWC 2-4-1265. If time claimed is considered excessive by the Employer, the Employer representative and the Union representative involved shall attempt to resolve the issue.

Now, that is the statement for the record as to intent. And based on this intent, the various ammunition cases that have been filed should be settled on this basis.

### LOCKOUT CASES

Case #SC-8-7-9889: The decision is that the men are to be paid layover plus meals.

Case #SC-9-7-9932: The decision is that the men are to be paid transportation home at the time of the lockout and they are to be paid eight hours pay plus transportation when they returned to get their truck after the lockout was over.

Case #SC-9-7-9952: The decision is that the men are to be paid transportation home at the time of the lockout and they are to be paid eight hours pay plus transportation when they returned to get their truck after the lockout was over.

Case #SC-9-7-9945: The decision is that the men are to be paid transportation home at the time of the lockout and they are to be paid eight hours pay plus transportation when they returned to get their truck after the lockout was over.

Case #SC-9-7-9949: The decision is that the men are to be paid transportation home at the time of the lockout and they are to be paid eight hours pay plus transportation when they returned to get their truck after the lockout was over.

Case #943 - Local 81: Remanded to the parties for settlement.

Case #1049 - Local 222: (August 67-12) - Claim denied.



LOCKOUT CASES - DECISIONS - (Continued)

Case #SC-11 (10)-7-10189:  
Local 224      The decision is that the men are to be paid transportation home at the time of the lockout and they are to be paid eight hours pay plus transportation when they returned to get their truck after the lockout was over.

Case #SC-10-7-10197:  
Local 224      The decision is that the men are to be paid transportation home at the time of the lockout and they are to be paid eight hours pay plus transportation when they returned to get their truck after the lockout was over.

Case #SC-10-7-10198:  
Local 224      The decision is that the men are to be paid transportation home at the time of the lockout and they are to be paid eight hours pay plus transportation when they returned to get their truck after the lockout was over.

Cases #SC-8-7-9751:  
#SC-8-7-9753 :  
#SC-8-7-9756:  
Local 235      Claims were allowed.

Case #SC-9-7-9992:  
Local 495      Claim denied.

Cases #SC-8-7-9771 :-  
#9772 and #9773:  
Local 692      Claims denied.

Case #CB-2242:  
Local 315      Claim was allowed.



RECEIVED  
OCT 31 1967

AGENDA and ORDER OF BUSINESS

For The Meeting Of

UNION MEMBERS OF THE JOINT WESTERN AREA COMMITTEE

and

REPRESENTATIVES OF LOCAL UNIONS

MONDAY, NOVEMBER 13, 1967, at 10:00 A.M.

INTERNATIONAL INN

SOUTH SAN FRANCISCO, CALIFORNIA

1. Roll Call of Union members of Joint Western Area Committee.
2. Approval of Minutes of August 14, 1967 meeting of Union members of Joint Western Area Committee & Local Union Representatives.
3. Identification of other representatives of Local Unions & visitors.
4. Naming of Main Committee and Sub-Committee panels.
5. Other communications.
6. Reports and questions from JSC or JWAC Committee Members.
7. Discussion of cases on November JWAC Agenda.
8. ADJOURNMENT.



PROPOSED  
JOINT WESTERN AREA COMMITTEE AGENDA  
SUBMITTED BY THE  
WESTERN MASTER FREIGHT DIVISION  
MEETINGS OF NOVEMBER 13, 14, 15, 16, 17, 1967  
INTERNATIONAL INN  
SOUTH SAN FRANCISCO, CALIFORNIA

JOINT SESSION OF THE FULL COMMITTEE.

International Inn - 2:00 P.M. - Monday, November 13, 1967.

1. Approval of the Minutes of the JWAC Sessions held August 14, 15, 16, 17, 18, 1967.
2. Discussion of cases filed with the Joint Western Area Committee after deadline date.
3. Approval of the Joint Agenda for the November sessions of the JWAC.
4. Naming of members of the Main Committee and Sub-Committees.
5. Communications
6. Other procedural or policy matters to come before the JWAC.
7. ADJOURNMENT.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

Case #                      Local 104, Phoenix, Arizona  
8-5-1972                    Local 180, Los Angeles, California  
                              Local 468, Oakland, California  
                              Local 961, Denver, Colorado

Change of                    Company involved:                    Navajo Freight Lines, Inc.  
Operations

Clarification              August 12, 1965, Navajo requested a Change of Operations,  
Case #8-5-1972, in which they requested that three units be  
redomiciled from Oakland, California to Denver, Colorado,  
and run Denver to Oakland, and on occasion via Phoenix,  
Arizona. The drivers being members of Local 468 were to  
be given a choice of going to Albuquerque or Los Angeles,  
or Denver, Colorado. The drivers, it is my understanding  
went back to Albuquerque, New Mexico and the units were put  
in Los Angeles.

Local 961's position is that the three units that were to be  
redomiciled in Denver, Colorado as per Change of Operations  
#8-5-1972 be redomiciled to Denver, Colorado.

August, 1967 JWAC Action: Postponed.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Navajo Freight Lines, Inc.  
5-7-2930

Interpre- Locals involved: 180, Los Angeles, California  
tation 961, Denver, Colorado  
Case #

8-4-1462 Local 180 is taking the position that Navajo Freight Lines, Inc. is in violation of the Change of Operations decision. Whereas, they are only allowed two trucks on the Denver-Los Angeles run. They are using an excess amount of trucks on this run, pulling loads that are destined for other points other than Denver.

We are requesting the Company produce the records.

JSC Motion: That this is an interpretation of a Joint Western Area Committee decision in JWAC Case #8-4-1462, and is therefore referred to the Joint Western Area Committee for disposition. Motion Carried.

Date of JSC Action, March 6, 1967.

May, 1967 JWAC Action: M/m/s/c/ that in view of the fact that subsequent changes of operations outside the Western Conference area have taken place which have affected the intent of the operational change Case #8-4-1462, that this committee directs the Company and Locals 180 and 961 to sit down and work out an equitable operating procedure for Denver-to-L. A. and L. A. -to-Denver operations and the Company shall produce any necessary dispatch records that are required to establish equitable operating procedures forthwith; and this committee will retain jurisdiction until August. And failure of the Company and the two Local Unions to work out an equitable solution by that time will leave this committee no alternative but to provide them with a solution.

August, 1967 JWAC Action: Postponed.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Pacific Motor Trucking (Freight and Mail)  
5-7-3090

Change of Operation Local involved: 224, Los Angeles, California

Clarification Local 224 on behalf of its members employed at Pacific Motor Trucking Company (Freight and Mail Divisions) does hereby take the position that the Company (P.M.T.) has not complied with the JWAC Case #5-7-3090, and the position of Local 224 is that by non-compliance and the facts as they are of this date do not substantiate the Company's original position, are not actually in effect as of this date.

We adamantly protest this application at this time, and, since the decision does not specify a date of action on behalf of the Employer, we request that the sub-committee of Change of Operations re-align their thoughts on this decision.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Certified Freight Lines, Inc.  
11-7-3307

Change of Operation Locals involved: 85, San Francisco, California  
287, San Jose, California

This is to request a Change of Operations resulting in the closing of Certified Freight Lines' San Jose Terminal.

This action has been brought about by a drop in business and losing of our lease on our terminal in San Jose.

We request transfer of the two top senior men at this time to our San Francisco terminal, and work will be offered to any other men laid off if and when it may become available at any other terminal.

This action has been discussed with the Local Unions involved.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Consolidated Copperstate Lines  
11-7-3308

Change of Operations Locals involved: 104, Phoenix, Arizona  
180, Los Angeles, California  
224, Los Angeles, California  
310, Tucson, Arizona  
941, El Paso, Texas

Please docket to be heard at the next regular meeting of the Joint Western Area Committee for Change of Operations the following Change of Operations for Consolidated Copperstate Lines.

The Company is at present under 8-61-775, running sleeper teams between Los Angeles and El Paso, Texas. We wish to vacate and set aside this decision and, in lieu thereof, revert to the provisions of the National Master Freight Agreement and Western States Area Over-The-Road Supplemental Agreement.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-7-3309

Consolidated Freightways

Change  
of  
Operations

Locals involved: 70, Oakland, California  
180, Los Angeles, California  
208, Los Angeles, California  
224, Los Angeles, California  
357, Los Angeles, California  
468, Oakland, California

Consolidated Freightways has received temporary authority to operate Aetna Freight Lines. In the take-over Consolidated Freightways has merged the Aetna and Consolidated Freightways terminals in San Leandro and Los Angeles. The Unions involved were contacted and understandings were reached as to how the respective boards would be combined. Consolidated Freightways is requesting approval of the JWC of the action taken by the Company and the locals involved.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Consolidated Freightways  
11-7-3310

Change Locals involved: 81, Portland, Oregon  
Of 162, Portland, Oregon  
Operations

At the present time, Consolidated Freightways' Bulk Commodity Division has a Bulk Commodity Operation and a Dry Cement Operation operating from the same terminal in Portland, Oregon. It is the Company's intent and desire to combine these operations into one and merge the seniority lists accordingly.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

Case #  
11-7-3311

Di Salvo Trucking Co.

Change of  
Operations

Locals involved: 150, Sacramento, California  
287, San Jose, California

Di Salvo Trucking Co. now has an existing line run from San Jose to Sacramento, via San Francisco, Oakland through Stockton, and back the same way to San Jose. This run is done by one driver.

The Company has now added Salinas to our system. We would like to change our operation regarding this run, and now run from Sacramento to Salinas, using two drivers, one going each way every night.

The run will start at Sacramento and end in Salinas. Driver will lay over in Salinas and go back to Sacramento after his layover.

With the addition of Salinas, we cannot run this from San Jose because now Salinas is the end of the run and not San Jose. Also, one driver cannot make this run from Salinas to Sacramento and back legally, as per driving time prescribed by I. C. C.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Garrett Freightlines, Inc.  
11-7-3312

Change of Operations Locals involved: 81, Portland, Oregon  
699, Aberdeen, Washington  
741, Seattle, Washington

Garrett Freightlines, Inc. requests approval to operate the turn schedules between Portland and Seattle via Aberdeen when necessary to handle overflow freight to or from Aberdeen.

No drivers or equipment will be displaced by this change.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-7-3313

Garrett Freightlines, Inc.

Change  
of  
Operations

Locals involved: 45, Great Falls, Montana  
983, Pocatello, Idaho

Garrett Freightlines requests approval to eliminate a Boulder, Montana to Great Falls and return turnaround run, and run through from Pocatello to Great Falls in one division.

We presently operate Pocatello to Boulder, Boulder-Great Falls turn.

Drivers will be based in Pocatello.

Displaced driver at Boulder can exercise his seniority for work opportunity at other stations in Montana.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Garrett Freightlines, Inc.  
11-7-3314

Change of Operations Locals involved: 2, Butte, Montana  
448, Missoula, Montana  
551, Lewiston, Idaho

PRESENT OPERATION:

1. One (1) run per day, five days per week from Lewiston, Idaho to Missoula, Montana. Drivers based in Lewiston.
2. One (1) turnaround run per day, five days per week, Butte-Missoula-Butte. Driver based in Butte.

PROPOSED OPERATION:

1. Eliminate the Lewiston to Missoula run.
2. Eliminate the Butte-Missoula turn.
3. Establish a Lewiston-Butte run five days per week. Drivers to be based in Lewiston.

Displaced driver at Butte will be handled in accordance with the appropriate provision of the labor agreement, or may exercise his seniority for work opportunities at other stations in Montana.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Garrett Freightlines, Inc.  
11-7-3315

Change of Operations Locals involved: 448, Missoula, Montana  
690, Spokane, Washington

PRESENT OPERATION:

1. One run per day, five days per week from Spokane to Helena, Montana. Drivers based at Spokane.
2. One turnaround run five days per week from Missoula to Kalispell to Missoula. Driver is based at Missoula.

PROPOSED OPERATION:

1. Eliminate the Spokane to Helena run.
2. Eliminate the Missoula - Kalispell turn.
3. Establish a Spokane to Kalispell run five days per week. Drivers to be based at Spokane.

Displaced driver at Missoula will be handled in accordance with the appropriate provisions of the labor agreement, or may exercise his seniority for work opportunities at other stations in Montana.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Garrett Freightlines, Inc.  
11-7-3316

Change of Operations Locals involved: 483, Boise, Idaho  
556, Walla Walla, Washington

Garrett Freightlines, Inc. requests approval to eliminate a turnaround run from Walla Walla, Washington to Baker, Oregon and return, and establish a through run from Boise, Idaho to Walla Walla.

This schedule will operate five days per week and handle way freight at intermediate points.

Drivers will be based at Boise. Displaced driver in Walla Walla will be given the opportunity to move to Boise and exercise his seniority in accordance with the appropriate provisions of the labor agreement.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Garrett Freightlines, Inc.  
11-7-3317

Change Locals involved: 483, Boise, Idaho  
of 690, Spokane, Washington  
Operations 900, Pendleton, Oregon

Garrett Freightlines, Inc. requests approval of its present operation between Spokane, Washington and Boise, Idaho.

PRESENT OPERATION:

One schedule per day, five days per week from Spokane to Baker, Oregon. Drivers based in Spokane.

One schedule per day, five days per week on a turnaround Baker-Boise-Baker. Driver based in Baker.

PROPOSED OPERATION:

Eliminate the turnaround run from Baker to Boise to Baker. Operate a through-schedule between Spokane and Boise with one driver based in Spokane and one driver based in Boise.

Displaced drivers will be handled in accordance with the appropriate provisions of the labor agreement.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

Case #  
11-7-3318

Garrett Freightlines, Inc.

Change  
of  
Operations

Locals involved: 81, Portland, Oregon;  
699, Aberdeen Washington  
741, Seattle, Washington

Garrett Freightlines, Inc. requests approval to run Portland, Oregon to Bellingham, Washington schedules via Aberdeen, Washington enroute to drop or pickup freight when necessary to maintain load factor in both directions.

No drivers or equipment will be displaced by this change.

PROPOSED OPERATIONS:

1. Two schedules per day, five days per week through from Portland to Boise. Drivers to be based in Portland.
  2. One schedule per day, five days per week from Portland to either Payette, Caldwell or Boise. Drivers to be based at Portland.
  3. One schedule per day, five days per week from Boise to Portland. Drivers to be based in Boise.
- Displaced drivers at Boardman and Baker will be moved to Portland and handled in accordance with the provisions of the labor agreement.
- Displaced drivers in Boise may exercise their seniority on other runs or be moved to other terminals where work is available.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Garrett Freightlines, Inc.  
11-7-3319

Change of Operations Locals involved: 81, Portland, Oregon  
483, Boise, Idaho  
900, Pendleton, Oregon

Garrett Freightlines, Inc. requests approval to change its operations between Portland, Oregon and Boise, Idaho.

PRESENT OPERATIONS:

1. Three schedules per day, five days per week from Boise to Boardman, Oregon; drivers based in Boise.
2. Three schedules per day, five days per week on a turnaround, Boardman-Portland-Boardman. Drivers to be based at Boardman.
3. One schedule per day, five days per week, Portland to Baker. Drivers to be based in Portland.
4. One schedule per day, five days per week on a turnaround, Baker-Boise-Baker. Drivers based at Baker.

PROPOSED OPERATIONS:

1. Two schedules per day, five days per week through from Portland to Boise. Drivers to be based in Portland.
2. One schedule per day, five days per week from Portland to either Payette, Caldwell or Boise. Drivers to be based at Portland.
3. One schedule per day, five days per week from Boise to Portland. Drivers to be based in Boise.

Displaced drivers at Boardman and Baker will be moved to Portland and handled in accordance with the appropriate provisions of the labor agreement.

Displaced drivers in Boise may exercise their seniority on other runs or be moved to other terminals where work is available.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Haslett Company  
11-7-3320

Change of Operation Locals involved: 70, Oakland, California  
85, San Francisco, California

Due to the loss of our lease on our present San Francisco Truck Terminal and our future terminal having limited space, we find it necessary to transfer some of the work presently being done in San Francisco to our Oakland terminal. The proposed changes are as follows:

- (1) Marin County run now started in San Francisco, to be started in Oakland - 1 man.
- (2) Break out of Los Angeles and Sacramento schedules now being done in San Francisco to be done in Oakland - 2 men.
- (3) Delivery of Oakland origin freight now being done by San Francisco to be done by Oakland - 1 man.

The above changes have been discussed with the two locals involved.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

Case #                Helphrey Motor Freight, Inc.  
11-7-3321

Change of Operations	Locals involved:	524, Yakima, Washington
		741, Seattle, Washington

We wish to apply for a Change of Operations under Article 42, Section 4, of the Western States Area Over-The-Road, Supplemental Agreement. This change will involve the Joint Area of Local 524 of Yakima and 741 of Seattle.

The proposed change is to redomicile, in Seattle, the bid driver now domiciled in Yakima, and driving the Yakima-Seattle turn.

Joint Western Area Committee

Case # 11 - 7 - 3 3 2 1



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Lee Way Motor Freight, Inc.  
11-7-3322

Change of Operations Locals involved: 310, Tucson, Arizona  
941, El Paso, Texas

PRESENT OPERATION:

1. The Company presently operates one schedule each night Monday through Saturday from Tucson, Arizona to El Paso, Texas on a turnaround basis at Lordsburg, New Mexico with one driver domiciled at Tucson and one driver domiciled at El Paso, Texas.
2. We presently operate one regular schedule per night from El Paso to Bisbee, Arizona. This schedule operates on a five night week basis, Monday through Friday with the drivers domiciled in El Paso running to Bisbee and returning to the point of domicile after their normal rest period.

PROPOSED OPERATION:

The Company proposes the following new operation:

1. The Company proposes to eliminate this schedule.
2. The Company proposes to eliminate Bisbee-Douglas, Arizona as a break point and operate these schedules from El Paso to Tucson via Bisbee-Douglas, five nights per week, Monday through Friday, and returning over the short route via Willcox, Arizona after their normal rest period, or back via Bisbee-Douglas, if tonnage justifies.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      McKeown Transportation Co. Inc.  
11-7-3323

Change                      Locals involved:                      467, San Bernardino, California  
of    692, Long Beach, California  
Operations

In the near future, McKeown Transportation Co. Inc. is planning in accordance with Article 5, Section 5 of the National Master Freight Agreement, to open a new branch at Wilmington, California with some work and equipment to be transferred from Fontana, California.

Both Locals 467 and 692 have been contacted and we cannot agree completely on application of seniority and we respectfully request that in accordance with Article 5, Section 7 of the National Master Freight Agreement that the Change of Operations Committee clarify the proper method of offering voluntary transfers to drivers presently located at Torrance and Fontana.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Navajo Freight Lines, Inc.  
11-7-3324

Change of Operations Locals involved: 180, Los Angeles, California  
224, Los Angeles, California

PRESENT OPERATION:

Two drivers with no assignment of equipment domiciled at Los Angeles, California operating single man runs from Los Angeles, California to Phoenix, Arizona and return.

PROPOSED OPERATION:

The Company proposes to discontinue the single man runs from Los Angeles, California to Phoenix, Arizona and return. The loads will be handled by sleeper teams. There may be an occasion when it will be necessary to run a single man from Los Angeles. If this occurs, the run will be operated from the extra board. The displaced drivers at Los Angeles will be permitted to exercise their terminal seniority on sleeper runs at Los Angeles. There will be no redomicile of men or equipment.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Navajo Freight Lines, Inc.  
11-7-3325

Change of Operations Local involved: 961, Denver, Colorado

PRESENT OPERATION:

At present, we have two drivers domiciled at Denver operating single man on a turnaround bid run from Denver, Colorado to Pueblo, Colorado, and return, and/or Denver, Colorado and Colorado Springs, and return. On frequent occasions, any one of the drivers may pull Denver from Pueblo, and return, and a subsequent run from Denver to Colorado Springs, and return, on the same day. The drivers use Denver-based sleeper equipment.

PROPOSED OPERATION:

The Company proposes the following Change of Operations: Discontinue one bid run from Denver, Colorado to Pueblo, Colorado, and/or Colorado Springs, Colorado. The displaced driver will be permitted to exercise his seniority as provided for in the Over-The-Road Freight Agreement to bid on other runs at Denver. There will be no redomiciling of drivers or equipment.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-7-3326

Paxton Trucking Company

Change  
of  
Operations

Locals involved: 70, Oakland, California  
224, Los Angeles, California  
467, San Bernardino, California  
468, Oakland, California  
439, Stockton, California

PRESENT OPERATION:

1. Home terminal at Montebello has 20 line drivers and 36 local employees, all members of #224. Bids open once a year based on seniority and qualifications.
2. Fontana terminal has 6 line drivers and 18 local employees all members of #467.
3. Stockton terminal has 9 local and short line drivers, all members of #439.
4. San Leandro terminal has 4 short line drivers, members of #468, and 12 local men members of #70.

PROPOSED CHANGE:

1. (a) Economic reasons, central dispatching and closeness of Fontana to the home terminal, it is desired to abandon the line operation out of Fontana. Line drivers and central dispatch to be based at Montebello.  
(b) It is further the Company's proposal the line board of 20 drivers at Montebello be maintained. The displaced personnel who elect to transfer from Fontana to Montebello will be offered employment in that operation in accordance with the seniority provisions of the existing labor agreements, with the stipulation the Montebello line board does not exceed the 20 positions now existing.
2. Stockton no change proposed. Company will maintain present local and short line operation.
3. San Leandro - same as (2) above, no change in present operation.
4. Fontana - local operation to be continued.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 224, Los Angeles, California  
11-7-3327

Change of Operation Company involved: Ringsby Truck Lines

Clarification Local 224 requests a clarification of Change of Operations #6-1959. The specific question to be clarified is this: Does Ringsby Truck Lines have the right to establish the use of sleeper cabs domiciled in Los Angeles without permission of the Joint Western Area Committee Change of Operations Sub-Committee?

PROPOSED CHANGE



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Walkup's Merchants Express  
11-7-3328

Change of Operation Local involved: 684, Eureka, California

We wish to advise of our decision to close terminal operations at Crescent City, California.

This carrier would maintain its daily service to Crescent City and intermediate points by a direct delivery peddle run operating from our Eureka terminal, as presently all freight destined to Crescent City and Intermediates is relayed and/or re-handled through our Eureka terminal.

Joint Western Area Committee

Case # 11 - 7 - 3 3 2 8



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

Case #  
11-7-3329

Walkup's Merchants Express

Change  
of  
Operations

Locals involved:

70,	Oakland, California
85,	San Francisco, California
468,	Oakland, California
980,	Santa Rosa, California
490,	Vallejo, California

Pursuant to our recent phone conversation we wish to advise you of this carrier's decision to close its Vallejo terminal.

This operational change will result in the shifting of two peddle runs to our Santa Rosa terminal, viz:

Clear Lake and St. Helena, Calistoga, and environs

The balance of the runs (i.e., Napa, Vallejo, Fairfield, and Travis AFB) will be serviced direct from our Oakland terminal. All present linehaul runs into or via our Vallejo terminal will be discontinued.

Joint Western Area Committee

Case # 11 - 7 - 3 3 2 9



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-7-3330

Walkup's Merchants Express

Change  
of  
Operations

Locals involved: 85, San Francisco, California  
150, Sacramento, California  
468, Oakland, California

In accordance with our outstanding labor contract, we request the following proposed change in operations involving our Chico area service.

This carrier proposes to load freight from our San Francisco, Oakland, and Sacramento terminals directly to terminal facilities at Redding. Such loadings will include Redding and all points of service north as well as points south intermediate to Red Bluff and environs.

Such Change of Operation will involve a transfer of at least one local delivery employee from our Chico terminal to the Redding facilities. Further, present bid runs from Sacramento-Oakland and San Francisco to our Chico terminal will necessarily be realigned. Present volumes of freight indicate the establishment of a bid run from San Francisco via Oakland to Redding and return, and a bid run from Sacramento via Chico to Redding and return.

The balance of the freight presently serviced from our Chico terminal area will be linehauled by the following bid runs:

- (A) San Francisco - Chico and return; or San Francisco via Sacramento - Chico and return.
- (B) Oakland to Chico, or Oakland via Sacramento - Chico and return.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
11-7-3331

Western Gillette, Inc.

Change  
of  
Operation

Local involved: 287, San Jose, California

Until recently Western Gillette, Inc. has had a short line operation between San Jose and Oakland; the main function of which was to shuttle Reno and Lake Tahoe freight which originated in San Jose and surrounding areas to Oakland. The Company has one employee, Larry Vargas, who is bid on this job.

The Reno and Lake Tahoe freight out of San Jose has been phased out, and as a result, Western Gillette, Inc. is requesting that the short line operation be eliminated from the San Jose Terminal.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Western Gillette, Inc.  
11-7-3332

Change  
of  
Operations

Locals involved: 150, Sacramento, California  
224, Los Angeles, California  
439, Stockton, California  
468, Oakland, California  
533, Reno, Nevada

1. Eliminate present operation between Oakland, California on the one hand and Reno, Nevada on the other, via Tahoe Valley, Sacramento and Stockton, California.
2. Operate turnaround schedules between Reno, Nevada on the one hand and Oakland, California on the other, via Sacramento and/or Stockton, California, with the prerogative to pick and drop in Sacramento and/or Stockton. We anticipate operating two schedules a night, five days a week, Monday through Friday; however, the availability of freight will determine the number of schedules per night and days per week.
3. The Company will retain the prerogative of movement of Tahoe Valley, California freight in the following manner:
  - A. An Oakland domiciled driver to run Oakland-Tahoe Valley on a turnaround basis. The Company would also request the prerogative to dispatch this driver via Stockton and/or Sacramento to pick and drop. The availability of freight will determine the number of schedules per night and the number of nights per week.
4. This Change of Operation, if granted, would require two men domiciled Reno, Nevada to make Oakland turns. Any protection needed for schedules over and above two a night, would be handled by extra help out of Reno, Nevada.
5. Western Gillette, Inc. presently has five men domiciled at Oakland, California, who are holding successful bids on the schedules that are presently operated out of Oakland, California to Reno, Nevada, via Stockton, Sacramento and Tahoe Valley, California. Two men holding successful bids on schedules operating between Oakland and Los Angeles, California, and two men on the extra board.
6. As a result of this Change, if granted, there will be a total of five drivers displaced. We would request that the final disposition of these displaced drivers be determined by Western Gillette and the Local Unions involved.
7. Western Gillette, Inc. proposes to operate these turnaround schedules, if this Change is granted, on a mileage plus delay pay basis.
 

Turn (Reno, Nevada-Oakland, Calif.)	432
Around (Oakland, Calif.-Reno, Nevada)	Miles
Turnaround Oakland, Calif. to Tahoe Valley via Stockton and/or Sacramento.	
8. Successful bidders for the job opportunities in Reno, Nevada will operate as stipulated in Item 2. The availability of freight will be the determining factor as to the number of schedules per night and the number of nights per week.
9. The Company requests the prerogative to relieve drivers from duty in Oakland when adverse weather conditions or lack of freight precludes their return to Reno. When these delays occur, drivers would be paid a 10-hour minimum each way plus a \$4.75 subsistence.
10. The obligation insofar as transportation of household goods is concerned and application of seniority of people affected will be in accordance with the procedures set out by the Change of Operations Committee.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-7-3333

Western Gillette, Inc.

Change  
of  
Operation

Locals involved: 104, Phoenix, Arizona  
224, Los Angeles, California

Presently, Western Gillette, Inc. is running their Los Angeles, Phoenix and beyond freight in the following manner:

1. Western Gillette, Inc. is running three (3) bid schedules daily from Los Angeles straight through to Phoenix.
2. Two schedules bid daily from Los Angeles which meet two (2) westbound schedules out of Phoenix and turn in Blythe, California.
3. Three (3) schedules bid daily from Los Angeles to Blythe. These drivers layover in Blythe.
4. We have four (4) drivers presently domiciled in Blythe who make Phoenix turns with schedules pulled into Blythe by Los Angeles drivers as stipulated in Item No. 3.

The Company proposes to eliminate Blythe, California as a relay point and requests that the four (4) drivers presently domiciled there be re-domiciled in Los Angeles. We would request that the re-domiciled drivers who are presently on the Blythe-Phoenix common seniority board, be placed on the Los Angeles board to pull schedules from Los Angeles to Phoenix.

We would request that the three (3) Blythe break schedules from Los Angeles be abolished and that these drivers affected be allowed to exercise their seniority in accordance with the existing contract. (Refer to Item 3)

The above proposed Change will in no way preclude the operation of Blythe turns from either Los Angeles or Phoenix, nor would it disturb any of the schedules already bid from Los Angeles straight through to Phoenix. The four (4) drivers concerned would be permitted to re-domicile in Los Angeles in accordance with the existing contract.

Joint Western Area Committee

Case # 11 - 7 - 3 3 3 3



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
2-7-2798 Williams Transportation

P & D FOR AND ON BEHALF OF LOCAL 357 MEMBERS: On or about  
Dispute 10-1-66, Williams Transportation Company hired a new employee  
for swamping on the day shift. This man has swamped for the  
Company over 60% of the time. This is a new position and starting  
time, it should be posted for bid as per the Union Contract so all  
seniority employees will have the opportunity to bid if they so desire.

Case #SC-1-7-8520.

JSC Motion: That there is not sufficient regularity to establish  
a bid position under Article 41, Section 3 (a) of the Western States  
Area Local Pick-Up & Delivery Supplemental Agreement.

Deadlocked Southern California JSC January 11, 1967.

February, 1967 JWAC Action: Postponed.

May, 1967 JWAC Action: M/m/s/c/ that this case be referred  
back to the parties for possible solution with the committee to  
retain jurisdiction.

August, 1967, JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 17, Denver, Colorado, and  
8-7-3107 I. M. L. Freight, Inc.

P & D Clyde Higby filing for two days funeral pay.  
Dispute

Case #134.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 6, 1967.

August, 1967 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
8-7-3137 Sterling Transit

P & D For and on behalf of: James Hairabedian: I am the only bid  
Dispute swamper at Sterling Transit, yet everytime I go to Pittsburg  
Paint, they, (the company) send out a loader to relieve me before  
my tour of duty is up and they bring me back to the dock to finish  
my 8 hours. Therefore I am claiming all hours of overtime after  
4:30 p.m. worked by this loader who relieved me. I am the only  
bid swamper, therefore, my premium time. The Company had  
denied me by this violation of annual bid. Also, I am asking to be  
compensated for all time due me after this claim has been filed.

Case #SC-8-7-9825.

JSC Motion: That the claim of the Union be denied.

Deadlocked Southern California JSC August 9, 1967.

August, 1967, JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 235, Orange, California, and  
8-7-3138 O.N.C. Motor Freight System

P & D CASE #9569: A regular bid position on a start time was vacated  
Dispute by Jim Marriott who resigned. The position was never posted for  
bid and was filled by a casual. We are claiming the difference  
in pay from 3:00 a.m. which Darrell Dandie should have had and  
the 10:00 a.m. start that he was on.

CASE #9570: A regular bid position on a start time was vacated  
by Bill Case who resigned. The position was never posted for  
bid and was filled by a casual. We are claiming the difference  
in pay from 3:00 a.m. which Donald Ware should have had and the  
10:00 a.m. start that he was on.

Cases #SC-7-7-9569 and #9570.

JSC Motion: That the claim of Dandie and Ware be allowed.

Deadlocked Southern California JSC July 10, 1967.

August, 1967 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
8-7-3139 Delta Truck Lines

P & D COMPLAINT BY McCLENEY: " I would like to protest the  
Dispute swamping bid we now have. Bob Wilson who bid checker-loader-  
swamper 7:00 a.m., has been held on dock time and time again  
while hall men or other dock men with less seniority were sent  
out and also received overtime. Bid for swamping in the past  
has always been swamper-loader-checker. Herb Helmers,  
Tommy Morris and Steward, McCleney, had a meeting on 4/24/67  
with Terminal Manager, Dick Merrick, and his response was -  
file and let committee decide who is right. Even though when  
bid man goes swamping and another is needed, Foreman Buchanan  
sends anyone he pleases, instead of by seniority.

Since meeting of 4/24/67, Tommy Morris and Steward had  
another meeting on 5/9/67; Merrick gave same response.  
(6/8/67 Chew had same response)

Case #SC-7-7-9588.

JSC Motion: That the claim of the Union be upheld.

Deadlocked Southern California JSC July 11, 1967.

August, 1967, JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
8-7-3142 Transcon Lines

P & D COMPLAINT BY VALDEZ: On 3/23/67 I signed the weekend bid  
Dispute sheet of the 25th and 26th. My first choice was Saturday at 10:30 a.m.,  
yardman, and second 5:30 a.m., Sunday yardman. T. Hart's  
first and only choice was 3:30 p.m. Saturday, checker-loader.  
At 8:30 a.m. Friday the 24th, the bids were posted as follows:  
10:30 a.m. John Ruiz; 3:30 p.m. checker-loader T. Hart; 5:30 a.m.  
Sunday yardman, R. Valdez. Friday morning John Ruiz came  
in and told the Company that he was sick and would not be able to  
work the weekend. I was next in seniority to work the 10:30 a.m.  
bid instead Brian Wormel told Hart to work the 10:30 a.m. yard.  
I worked 14-1/2 hours Sunday from 5:00 a.m. to 8:00 p.m. because  
none of the other yardmen wanted to come in on Easter to work.  
T. Hart was one of the men called and asked if he wanted to come  
in and relieve me. I am claiming 8 hours overtime because I feel  
I should have worked Saturday at 10:30 a.m. and if Hart wanted to  
change his starting time he could have worked Sunday at 5:30 a.m.  
Company rules on the weekend bid are as follows: Once an employee  
has bid for weekend work he will not be permitted to alter his bid  
in any manner. Bid closes at 7:00 a.m. Friday.

I am requesting 8 hours in the amount of \$43.04.

Case #SC-5-7-9232.

JSC Motion: That the claim of Robert Valdez be denied.

Deadlocked Southern California JSC April 26, 1967.

August, 1967 JWAC Action: Committee retains jurisdiction.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 883, Hood River, Oregon, and  
8-7-3146 Lester Auto Freight, Inc.

Office Local 883 is in dispute with Lester Auto Freight, Inc. over their  
Dispute request for recognition as the bargaining agency for the Clerical  
Employees under the terms of the Master Freight Agreement.  
This is covered by Article 3, Section 2, non-covered unit.

The Union contends that they have six bargaining cards signed. These cards were signed on April 25, 1967 by 5 girls in Hood River and one in Portland. The girls are now classified, but the Union feels that the Company is stalling because they will not meet with them. They had made an agreement with the Company that the girls were to start as of May 8th as Union, but the Company now refuses to recognize the Union as the bargaining agent, although they have the bargaining cards.

The Company contends that it is the position of Lester Freight Lines, Inc. that the non-covered unit provisions of the National Master Freight Agreement is not applicable to clerical employees in the State of Oregon. That the Master Agreement in the eleven Western States is restricted to pick-up and delivery and dock employees and line and sleeper drivers.

Case #883.

JSC Motion: That the Union's claim be upheld.

Deadlocked Oregon JSC June 5, 1967.

August, 1967 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case #  
8-7-3276

Local 45, Great Falls, Montana, and  
Consolidated Freightways

P & D  
Dispute

Union stated that on April 26, a Great Falls driver and Company Safety Supervisor went to Lincoln, Montana to transfer freight from a wrecked van to one which was brought in from Great Falls. The Union contends that men were hired at Lincoln, Montana and the Company should have taken men from the Great Falls terminal. Therefore the Company owes three men 8 hours each.

Case #M-702.

JSC Motion: That in Case #M-702 the three 20% who were not working be paid for the time that was worked in reloading the freight from the wrecked trailer - one straight time shift.

Deadlocked Montana JSC June 16, 1967.

August, 1967 JWAC Action: The Committee for Local Operations referred this case back to the parties for possible settlement and the committee will retain jurisdiction.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
11-7-3334 Eastern Express

P & D Ronald Anderson, George Gilliatt, John Golembieski, Dale  
Dispute Jenkins, Jerry Lott, Don Tunender filing for pay claim from  
June 12th to July 10, 1967 - 8-1/2 hours.

Case #8.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC September 6, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 17, Denver, Colorado, and  
11-7-3335                    Eastern Express

P & D                      Arthur Keitez and Clyde Gillmore filing pay claim from  
Dispute                    June 12th to July 10, 1967.

Case #6.

JSC Motion:    None given.

Deadlocked Colorado-Wyoming JSC September 6, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-7-3336

Local 17, Denver, Colorado, and  
Illinois-California Express

P & D  
Dispute

Clifford Townsend is filing a pay claim for \$5.28.

Case #112.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC October 4, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-7-3337

Local 17, Denver, Colorado, and  
Illinois-California Express

P & D  
Dispute

James Graham filing pay claim for \$27.00.

Case # 113.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC September 4, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
11-7-3338 Red Ball Motor Freight Inc.

P & D Robert J. Stang claims his seniority was violated September 15th  
Dispute and 16th. Claims \$43.20 for time not worked.

Case # 101.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC October 4, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
11-7-3339 McCracken Bros.

P & D The Union contends that Harry Cleveland is the senior man and  
Dispute was knocked off the job at the end of his shift on August 8, 1967.  
Then Bob Carnes a road driver was called in to do city work.  
Mr. Cleveland was available for this overtime work. The Union  
feels that casuals should not be used to deprive regular men of  
overtime. They feel that the Company is calling road driver to  
evade paying town men the overtime.

Case #923.

JSC Motion: That the Union's claim be denied.

Deadlocked Oregon JSC September 11, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 150, Sacramento, California, and  
11-7-3340                    Pacific Intermountain Express

P & D                      Union claims P.I.E. must assume seniority and accumulated rights  
Dispute                    of George Anderson 3/12/63 and Wm. Schuller 4/15/65 as have  
                             taken over distribution for National Carloading, Sacramento.

                             Union claims these men should be integrated in the P.I.E.  
                             seniority roster at Sacramento.

                             Case #CV-67-1700.

                             JSC Motion: That based on Article 41, Section 3, of the Local  
                             Pick-up Contract, that this is a house account and the claim of  
                             the Union be upheld.

                             Deadlocked California Valley JSC August 23, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 208, Los Angeles, California, and  
11-7-3341 Griley Security Freight Lines

P & D CASE #10045: It is the Union's contention that on July 9, 1967,  
Dispute the Company worked a driver from Pacific Motor Trucking Company  
hauling containers out of the yard. Therefore, on behalf of John  
Simpson, we claim eight hours pay at time and one-half for a  
total this claim in the amount of \$46.08.

CASE #10046: It is the contention of the Local Union that on  
7/8/67 the Company brought in two drivers from another Company  
to do the work for that day. Therefore, on behalf of Clarence  
McDonald, we are claiming 8 hours pay at time and one-half  
for a total this claim of \$46.08.

Case #SC-9-7-10046 and #10046.

JSC Motion: That the claim of the Union be upheld.

Deadlocked Southern California JSC September 14, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
11-7-3342 Milne Truck Lines

P & D It is the Union's contention that the Company, on May 5, 1967  
Dispute called our hiring hall for a driver. J. Hancock was dispatched  
to Company and the Company sent him back, therefore, we  
claim four (4) hours show-up time for a total claim of \$15.46.

Case #SC-8-7-9870.

JSC Motion: That by virtue of this man being under suspension  
on the day in question at Milne Truck Lines, the claim of  
John Hancock be denied.

Deadlocked Southern California JSC August 11, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
11-7-3343 Pacific Motor Trucking Company

P & D H. C. Tamburelli claims, pending examination of the records,  
Dispute monies earned by junior employees who were worked in his  
stead as follows:

P. Cramer on dates of June 21, 1967 and July 13, 1967.  
M. Rhoden on dates of June 22nd, 26th, 27th, 28th, 29th,  
July 5th, 6th, 10th, 11th, 12th, 13th,, 1967.

Case #SC-9-7-10056.

JSC Motion: That the claim of H. C. Tamburelli be allowed.

Deadlocked Southern California JSC September 15, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
11-7-3344 Republic Carloading

P & D The Company used D. Young over 13 days in May, June, July  
Dispute and August. The Company did not tell him he was vacation  
relief or anything else, nor could the Company prove that he  
was replacing anyone during this time. Company said that the  
CTA said just write it on the timecard and the Union can't do  
anything.

Case #SC-10-7-10287.

JSC Motion: That under Article 43, Section 1 (i) of the W.S.A.  
Local Pick-Up and Delivery Supplemental Agreement, this case  
is untimely filed.

Deadlocked Southern California JSC October 6, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 208, Los Angeles, California, and  
11-7-3345                  Union Pacific Motor Freight

P & D  
Dispute

CASE #9895: - Whereas, on or about the date of April 25, 1967, George Mitchell clocked out at the completion of his shift and Whereas, a junior employee was brought in on an early call-in at 10:01 p.m., on this date, performing work which Mitchell was qualified, able and available to perform. Further, work which he was entitled to in accordance with his seniority. For and on behalf of Mitchell, the Local Union claims the premium pay earned by this junior employee who worked in his stead on the date involved: This claim is for three hours premium pay.

CASE #9896: - Whereas, on the date of 6/3/67 a premium day, the employer brought in and worked a junior employee, performing work which George Mitchell was qualified, able and available to perform, also work which Mitchell was entitled to in accordance with his seniority. This junior employee was assigned a Fontana dispatch which resulted in 8 hours premium pay. For and on behalf of Mitchell, the Local Union claims all monies earned by this junior employee who worked in his stead, on the date set forth.

Case #SC-8-7-9895 - and 9896.

JSC Motion: That the cases were filed timely.

Deadlocked Southern California JSC August 11, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 235, Orange, California, and  
11-7-3346                  Pacific Motor Trucking

P & D                      We have requested a change of bidding procedure as established  
Dispute                    in the Memorandum of Understanding for the 1964-1967 contract.  
                             We request to revert back to 100% bid as we had previously at  
                             the Anaheim terminal during the 1961-1964 contract.

Case #SC-10-7-10108.

JSC Motion: That under Article 2, Section 5 of the National  
Master Freight Agreement and Article 41, Section 2 (a) of the  
W.S.A. Local Pick-Up and Delivery Supplemental, the Union's  
position be sustained.

Deadlocked Southern California JSC October 2, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-7-3347

Local 235, Orange, California, and  
Pacific Motor Trucking

P & D  
Dispute

Grievance occurred on May 19, 1967, involving Jack M. Schauer. Jack Schauer did call the terminal and informed the terminal he would be late because of a car breakdown. The Company is in violation of Article 44, by virtue of giving Jack Schauer a disciplinary day off without a previous warning notice in effect. We are claiming 8 hours pay for that day.

Case #SC-8-7-9752.

JSC Motion: That the claim of the Union be upheld.

Deadlocked Southern California JSC August 7, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
11-7-3348 California Motor Express

Office FOR AND ON BEHALF OF CHARLES SKINNER: This grievance  
Dispute is for the period of May 15, 1967 to June 16, 1967. The period  
the billing supervisor was in the hospital and one week preceding  
his entry. My starting time is 7:30 p.m. and Ed Almanza,  
Billing Clerk, who is junior in seniority to me, starts at 9:00 p.m.  
During the weeks mentioned, Ed Almanza was brought in 1-1/2  
hours early at 7:30 p.m. through 4:00 a.m. which is the end of  
our 8 hour shift. I was not asked or given priority of overtime  
in regard to my seniority.

Ed Almanza was working overtime every night while I was sent  
home. I am asking to be compensated for the overtime pay  
that Almanza had earned.

Case #SC-8-7-9818.

JSC Motion: That based on the facts presented in this  
particular case, the claim of Charles W. Skinner be allowed.

Deadlocked Southern California JSC August 9, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 431, Fresno, California, and  
11-7-3349 Delta Lines

P & D Union claims pay for driver Finch when employee with less  
Dispute seniority worked more than Finch worked.

Company claims they were not in violation. Finch earned more than casual employees.

Case #CV-87-1730.

JSC Motion: That the claim of the Union be allowed.

Deadlocked California Valley JSC August 23, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 439, Stockton, California, and  
11-7-3350 California Motor Express

P & D Union claims pay for drivers Calvird, Holt, Cooper and Curson for  
Dispute three hours lost due to change of bid position on July 10, 1967.

Company claims on July 6th, more than the required 72 hours,  
a change was posted for the 10th naming dates, time, etc., and  
Company is in compliance with the contract.

Union claims Company did not post for 72 hours. Claims bid was  
only up over night and Union was not notified. Union claims  
Company can bid only once each year.

Case #CV-87-1741.

JSC Motion: That based on the facts presented and in the absence  
of written notification of a change, the claim of the Union is allowed.

Deadlocked California Valley JSC (no date given).



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 467, San Bernardino, California, and  
11-7-3351 Victorville-Barstow Truck Lines

P & D Local 467 hereby files a grievance under Article 43, Section 5,  
Dispute of the National Master Freight Agreement and Pick-Up & Delivery  
Agreement against Victorville-Barstow Truck Lines on behalf  
of the following employees in the following amounts:

A. L. Ellis - 7-1/4 hours at 1-1/2 times = \$40.31  
Hugh Peebles - 7-1/4 hours at 1-1/2 times = \$40.31  
P.E. Younger - 7-3/4 hours at 1-1/2 times = \$43.09  
Ernest Robertson - 4 hours at 1-1/2 times = \$22.24

For difference in overtime earnings on Friday, July 28, 1967  
when the Company used Los Angeles short line drivers to do  
local work at Victorville and Barstow in violation of Article 38,  
Section 1 (c), and Section 2, of the Pick-Up and Delivery Agreement.

Case #SC-9-7-9914.

JSC Motion: That this is a true short line run, therefore the  
claim of the Union be denied.

Deadlocked Southern California JSC September 11, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 533, Sparks, Nevada, and  
11-7-3352 McLeod Trucking

P & D Union claims pay for Floyd Ashcraft who works out of Carson  
Dispute City, for all dates he has to report to Reno. Company has  
never requested a Change of Operation to move local pickup  
and delivery from Carson City to Reno.

Case #CV-77-1711.

JSC Motion: That based on the facts presented, the Union's  
claim be upheld.

Deadlocked California Valley JSC July 26, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 542, San Diego, California, and  
11-7-3353 Garrett Freightlines

P & D We believe Garrett Freightlines to be in violation of the afore-  
Dispute mentioned article and sections against Leroy Larson.

"Since June 19, 1967, I have been on lay-off. During this time, San Diego and Los Angeles line drivers have been doing local cartage work. Also during this time, Garrett Freight has been sub-contracted out to Aztec for delivery. During this time I have been available and willing to work. I am therefore claiming for back wages I feel are due me when I was denied work. I was both willing and able to perform. Total claim - \$445.20."

Case #SC-9-7-9917.

JSC Motion: That the claim of Leroy Larson be denied.

Deadlocked Southern California JSC September 11, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 690, Spokane, Washington, and  
11-7-3354 United-Buckingham Freight Lines

P & D Four and one-half hours heavy-duty pay for Larry Richards senior  
Dispute employee worked around by Jack Schmidt, July 18th and July 19th.

Local 690 is requesting the heavy-duty pay rate, a total of  
4-1/2 hours when Jack Schmidt worked around senior employee  
Larry Richards July 18th, and July 19th.

Case #1775 (U).

JSC Motion: (1) M/m/s/c/ "United-Buckingham comply with  
the practice established in the Spokane area of calling those  
regular employees who are not on a bid starting time on a daily  
seniority basis."

JSC Motion: (2) M/m/s/and Deadlocked "Under the language of  
Article 48, Section 10, second paragraph, of the Western States  
Pick-Up and Delivery, the money claim in this case be denied  
because the senior man received more compensation on both  
July 18th and July 19th than the extra employee."

Washington JSC August 23, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 692, Long Beach, California, and  
11-7-3355 Pacific Motor Trucking

P & D CASE #9771: We wish to protest Pacific Motor Trucking Company's  
Dispute action against Jack Russie in violation of Article 57, Section 1,  
Paragraph B.

CASE #9772: We wish to protest Pacific Motor Trucking Company's  
action against O. G. Smith in violation of Article 57, Section 1,  
Paragraph B.

CASE #9773: We wish to protest Pacific Trucking Company's  
action against W. J. Cox in violation of Article 57, Section 1,  
Paragraph B.

These grievances were referred to the Joint State Committee  
by the King-Fox Committee.

Cases #SC-8-7-9771 - 9772, and 9773.

JSC Motion: That the claims of the Union be allowed.

Deadlocked Southern California JSC August 7, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-7-3356

Local 692, Long Beach, California, and  
Smith Transportation

P & D  
Dispute

CASE #9925: Local 692 takes the position our member, Eddie Moore, has been improperly laid off and people with less seniority have worked in his stead at the Harbor doing work which Eddie Moore is able and qualified to perform, since August 9, 1967 until date of hearing. We ask Mr. Moore to be compensated for all days when less senior people have worked in his stead since August 9, 1967.

CASE #9926: Local 692 takes the position our member, Vandee Turner, has been improperly laid off and people with less seniority have worked in his stead at the Harbor doing work which Vandee Turner is able and qualified to perform, since July 19/67 until date of hearing. We ask Mr. Turner to be compensated for all days when less senior people have worked in his stead since July 19, 1967.

Case #SC-9-7-9925 and 9926.

JSC Motion: That the claim of Turner and Moore be upheld.

Deadlocked Southern California JSC September 11, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
11-7-3357 Consolidated Freightways

P & D  
Dispute

On Friday, July 21, 1967, Consolidated Freightways instructed all men who had bid or been assigned to the shift at 1230 hours to come in at 1400 hours on Monday, July 24, 1967, and days thereafter. The shift at 1230 hours was bid in June, 1966, and no bids have been made since then and there is no bid at 1400 hours.

Local 741 takes the position that the June, 1966 bid is the official bid and that the men who were bid or assigned to the shift at 1230 hours are entitled to pay from the 1230 start time to 1400 hours on the days they were instructed to come in at the later hour. Filed under Article 41, Section 2 (a) of the 1967-1970 Western States Area Pick-Up and Delivery Supplement.

Case # 1795 (U).

JSC Motion: That those men who were regularly bid or assigned to the 12:30 shift on July 21, 1967, and whose shift was changed on Monday, July 24, 1967, be paid the difference in hours until the effective date of the subsequently posted 1400 hour bids effective date.

Deadlocked Washington JSC August 24, 1967.



REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

\* \* \* \* \*

- Case # 11-7-3358 L-575 THOMAS J. BELL, member of Local 208, Los Angeles, Calif. Employee of Coast Cartage Co. Request is for a period of sixty (60) days, effective August 31, 1967, for the purpose of accepting position with Company as a Supervisor.
- L-576 GARY BROWN, member of Local 208, Los Angeles, California. Employee of Superior Fast Freight. Request is for a period of ninety (90) days, effective September 5, 1967, for the purpose of working for Management in the capacity of a Dispatcher.
- L-577 RICHARD WILLIAM COBURN, member of Local 692, Long Beach, California. Employee of M and M Transfer Company. Request is for a period of ninety (90) days, effective September 1, 1967, for the purpose of Assistant Dispatcher.
- L-578 CHARLES F. FOSTER, member of Local 208, Los Angeles, California. Employee of California Motor Transport Co. Request is for a period of 90 days effective August 10, 1967, for the purpose of transferring to Supervisory duties. NOTE: Previous Leave commencing March 27, 1967 for a period of 90 days was granted during the May, 1967 JWAC meetings. Refer to Case #5-7-2976 - L-548.
- L-579 CHARLES S. HILL, member of Local 17, Los Angeles, Calif. Employee of DC International, Inc. Request is for a period of 19 days, effective September 11, 1967, for the purpose of vacation fill in for the position of City Dispatcher. NOTE: Previous Leave commencing December 5, 1966 for a period of two weeks was granted during the February, 1967 JWAC meetings. Refer to Case #2-7-2800 - L-516.
- L-580 LOUIS V. LACIVITA, member of Local 357, Los Angeles, Calif. Employee of DC International, Inc. Request is for a period of 30 days, effective September 1, 1967, for the purpose of accepting non-Union position (Dock Foreman).
- L-581 GEORGE LOCKETT, member of Local 357, Los Angeles, Calif. Employee of Wescar Terminals, Inc. Request is for a period of 90 days, effective September 19, 1967, for the purpose of taking a non-covered position (Supervisor).
- L-582 GEORGE MASEDA, member of Local 856, San Francisco, California. Employee of O.N.C. Motor Freight System. Request is for a period of 90 days, effective August 1, 1967 for the purpose of accepting duties which do not fall under the classification of work covered by the contract.

(Continued)



REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE  
\* \* \* \* \*

Case # 11-7-3358	L-583	<u>JACK SCHELIN</u> , member of Local 542, San Diego, California. Employee of Delta Lines, Inc. Request is for a period of ninety (90) days, effective August 1, 1967, for the purpose of a trial promotion to Delta Lines Transportation Representative.
	L-584	<u>RONALD M. SCHMIDT</u> , member of Local 357, Los Angeles, California. Employee of Pacific Motor Trucking Company. Request is for a period of ninety (90) days, effective August 17, 1967, for the purpose of Supervisory work.
	L-585	<u>CHARLES A. BETTENCOURT</u> , member of Local 287, San Jose, California. Employee of B. Panella Drayage. Request is for a period of sixty (60) days, effective October 1, 1967, for the purpose of using him as field man during the duration of agricultural season.
	L-586	<u>PERCY S. COLSON</u> , member of Local 224, Los Angeles, California. Employee of Post Transportation Company. Request is for a period of fifty (50) days, effective September 12, 1967, for the purpose of accepting non-covered position with the Company. NOTE: Previous Leave commencing September 26, 1966 for a period of 36 days was granted during the November, 1966 JWAC Meetings. Refer to Case #11-6-2649 - L-505.
	L-587	<u>JEROME T. WARD</u> , member of Local 208, Los Angeles, California. Employee of Consolidated Freightways. Request is for a period of sixty (60) days, effective September 5, 1967, for the purpose of accepting a position in a Supervisory capacity with company.
	L-588	<u>GORDON J. WILKS</u> , member of Local 357, Los Angeles, California. Employee of Lee Way Motor Freight, Inc. Request is for a period of sixty (60) days, effective October 9, 1967, for the purpose of accepting position as Dock Foreman Trainee.
	L-589	<u>RICHARD L. WILLIAMS</u> , member of Local 224, Los Angeles, California. Employee of Hadley Auto Transport. Request is for a period of ninety (90) days, effective September 1/67, for the purpose of accepting temporary position as Driver Supervisor.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # 11-6-2707 Local 839, Pasco, Washington, and Consolidated Freightways (Bulk)

Tanker Dispute Maintenance of Standards in regards to having a mechanical cooling system or an air conditioning in all sleeper cabs 1964 or newer, as in old agreement.

The Union's position is: That all equipment 1964 or newer either have air conditioning or mechanical cooling system. (Filed under Article 6, Master Freight Agreement).

Case #1473 (U).

JSC Motion: That the Company is complying with the claimed Maintenance of Standards.

Deadlocked Washington JSC August 17, 1966.

November, 1966 JWAC Action: Postponed.

February, 1967 JWAC Action: Postponed.

May, 1967 JWAC Action: Postponed.

August, 1967 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # 2-7-2803 Local 81, Portland, Oregon, Local 741, Seattle, Washington, and Portland - Seattle Auto Freight

O-T-R Dispute Company requested permission to inaugurate piggy-back service between Portland and Seattle and Seattle and Portland. Union stipulated certain conditions against such operations. The Company then filed a grievance protesting the Union's interpretation.

The position of Local 81 is that there will be no piggy-back operations out of Portland with the exception of empty trailers, without all drivers on Portland-Seattle seniority board working. Local 81 also contends that if empty trailers are piggy-backed into Portland from Seattle for loads to return to Seattle, all drivers must be protected before such trailers are pigged back to Seattle.

Case Number - None given.

JSC Motion: None given.

Deadlocked Oregon JSC October, 1966.

February, 1967 JWAC Action: Postponed.

May, 1967 JWAC Action: Withdrawn by the Company without prejudice. As per request dated July 19, Company now wishes to have this case returned to the August Agenda.

August, 1967 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 70, Oakland, California, and  
 5-7-3049 Los Angeles-Seattle Motor Express

O-T-R Money claim. Union is claiming runaround for a local man  
 Dispute because a sleeper team from Portland, Oregon by-passed the  
 Oakland terminal and made deliveries at Sunnyvale.

Case #CB-2086.

JSC Motion: That the Union's claim be denied.

Deadlocked California Bay JSC March 20, 1967.

May, 1967 JWAC Action: Postponed.

August, 1967 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 287, San Jose, California, and  
 5-7-3062 California Cannery

O-T-R Pay claim for McEver. Union claiming overtime rate of pay  
 Dispute for a shortline driver who worked on a Saturday in a higher pay  
 scale area.

Case #CB-2066.

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay JSC February 21, 1967.

May, 1967 JWAC Action: Postponed.

August, 1967 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 70, Oakland, California, and  
 8-7-3156 Pierce Freight Lines

Joint Council #7 Dispute Casual, Tolefree, was dispatched as heavy driver. After completing local delivery, Tolefree was returned to yard, was then sent to Colgate and worked until noon. At that time was brought back to terminal and clocked out. Claims full day's pay.

Employer position is that he was hired out of hall on casual basis, worked him 4 hours and then were through with him and clocked him off.

Case #LD-2945.

Joint Council #7 Labor-Management Committee Motion: That the Union's claim be denied.

Deadlocked Joint Council #7 Labor-Management Committee May 18, 1967.

August, 1967 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 70, Oakland, California  
 8-7-3160 Local 315, Martinez, California, and  
 Encinal Terminals

Joint Council #7 Local 315 line driver made pick-ups and deliveries in Local 70's  
 Dispute jurisdiction. Requesting day's pay for Local 70 man.  
 Cases #LD-2984 and #2986.

Joint Council #7 Labor-Management Committee Motion: That  
 the Union's claim be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
 July 1, 1967.

August, 1967 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California,  
8-7-3162 Local 315, Martinez, California, and  
Encinal Terminals

Joint Union claims 315 men performing pick-up and delivery work  
Council #7 in Local 70 jurisdiction. Request pay for Local 70 man.  
Dispute

Case #LD-2987.

Joint Council #7 Labor-Management Committee Motion: That  
the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
July 1, 1967.

August, 1967 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
8-7-3183 Illinois - California Express

O-T-R Local 180 takes the position that an unspecified number of claims  
Dispute for delay and work time which were the result of a change in  
dispatch procedures and equipment assignment - these changes  
were made without consultation with/or approval of the Local  
Union.

Case #SC-7-(6)-7-9359.

JSC Motion: Decision Dated: 6-6-67: That this case is  
referred back to the parties for further discussion and this  
committee retains jurisdiction. Motion Carried.  
Decision Dated: 7-14-67: That the claim of the Union be  
allowed.

Deadlocked Southern California JSC July 14, 1967.

August, 1967 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah  
8-7-3207 Local 483, Boise, Idaho  
Local 983, Pocatello, Idaho  
Local 976, Ogden, Utah, and

Master Intermountain Operators League  
Dispute I. M. L. Freight, Inc.  
Pacific Intermountain Express

Under the terms of the "Memorandum of Understanding on Riders" as agreed to in the recent negotiations, Joint Council #67 has not been able to come to any agreement with the Employers involved with the following Riders:

Rider #327 (MS-77)  
Short Line Operations

Guide for classifying Dockmen, Loaders, Helpers & Checkers

Local 222 in behalf of Joint Council #67 requests the JWAC to resolve these issues.

August, 1967 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 235, Orange, California, and  
8-7-3216 Moisi & Son Trucking

O-T-R This involves Albert L. Torres. Claim is for wages, hours  
Dispute and subsistence. Claim is for approximately \$1,576.06.

Case #SC-6-7-9321.

JSC Motion: That the claim of the Union be upheld.

Deadlocked Southern California JSC June 5, 1967.

August, 1967 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 386, Modesto, California, and  
 8-7-3223 Delta Lines

O-T-R Union claims pay for W. Want, C. J. Bowling and H. Olive when  
 Dispute Company used line drivers to do local work.

Union claims line drivers are pulling loaded vans into the Company Modesto terminal dropping and bobtailing with tractor to warehouses in the Modesto area and picking up loaded vans for Oakland. Union claims this is local work and is asking pay for dates in filing.

Company claims this is a Full Load drop and pick-up operation, and they have a right to do this work.

Case #CV-57-1647.

JSC Motion: That the claim of the Union be allowed.

Deadlocked California Valley JSC May 24, 1967.

August, 1967 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 775, Denver, Colorado, and  
 8-7-3240 Navajo Freight Lines, Inc.

Automotive Perl Peters protests the elimination of the bid working  
 Dispute foreman's job and requests it be reinstated.

Case #61.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 6, 1967.

August, 1967 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 980, Santa Rosa, California, and  
 8-7-3247 Willig Freight Lines

Joint Union claims that a short line driver is making pick-ups in  
 Council #7 Local 980's local pick-up jurisdiction.  
 Dispute

Union claims three hours overtime pay for local freight driver  
 who normally makes this pick-up.

Company claims this is a late pick-up after closing of the  
 terminal, and a short line driver drops and empties and picks  
 up loaded van at shippers and proceeds to his destination which  
 is San Francisco.

Case #LD-3147.

JSC Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
 July 6, 1967.

August, 1967 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 533, Sparks, Nevada, and  
8-7-3292 Wells Cargo

O-T-R Union claims Company put out a letter discontinuing hill agreement  
Dispute and claims this is a violation. Union claims hill agreement is  
supplemental to the Over-The-Road Agreement and Company  
cannot withdraw Power of Attorney and discontinue unilaterally.

Company claims they withdrew their Power of Attorney with  
C.T.A. in December, 1966, and they are not under hill agreement.

Case #CV-77-1710.

JSC Motion: That this case is improper before this committee.

Deadlocked California Valley JSC July 26, 1967.

August, 1967 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-7-3294

Local 980, Santa Rosa, California, and  
Willig Freight Lines

Joint  
Council #7  
Dispute

Union claims that trailer loaded at Morgan Wood in Cloverdale should be brought back to the terminal in Santa Rosa by a Local pick-up and delivery man, and the short line out of Fort Bragg would pick up at terminal and take on to San Francisco.

Union wants a day's pay for each violation.

Employer has always used short line driver out of Fort Bragg at night when the terminal in Santa Rosa is closed to drop an empty at Morgan Wood, pick up the loaded trailer and take on to San Francisco for delivery without stopping at Santa Rosa terminal.

Cases #LD-2913 - #2914 - #2915.

Joint Council #7 Labor-Management Committee Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
May 4, 1967.

August, 1967, JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 231, Bellingham, Washington,  
8-7-3303 Local 741, Seattle, Washington, and  
Lynden Transfer, Inc.

O-T-R Locals 231 and 741 are protesting the mileage rate being paid  
Dispute by Lynden Transfer on their Lynden to Prince Rupert run.  
This grievance is filed by mutual agreement of the parties  
involved.

Case #1766 (U).

JSC Motion: That the proper rate is being paid.

Deadlocked Washington JSC July 20, 1967.

August, 1967 JWAC Action: M/m/s/c/ the case is improperly  
before this committee and the Union and Company be instructed  
to sit down under Article 6, Section 4, of the Master Agreement  
and solve their problem.

Note: It was requested by Local 231 that this case be put  
back on the November, 1967 Agenda as the parties were unable  
to reach an agreement (letter dated September 28, 1967)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-7-3359

Local 2, Butte, Montana, and  
Garrett Freightlines

O-T-R  
Dispute

Spokane driver dispatched Spokane, Butte, then to Dillon, took rest and then dispatched Dillon, Butte, Spokane. Local 2 requests compensation for senior qualified pick-up and delivery driver who should have pulled this shortline trip.

Union requests that the senior qualified pick-up and delivery driver in Butte be paid as the inhaul in this case was a shortline trip. It was the Union's position that shortline trips are usually pulled by P & D men. Union's contention that no Change of Operations had been granted allowing a Spokane-Dillon run.

Case #M-690.

JSC Motion: That in Case M-690, the senior qualified pick-up and delivery driver in Butte be paid for 4 hours at the shortline rate of pay.

Deadlocked Montana JSC June 16, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # 11-7-3360 All Local Unions involved, and Navajo Freight Lines, Inc.

Master Dispute Article 17 of the National Master Freight Agreement, effective April 1, 1967 to March 31, 1970, provides that the National Grievance Committee may "waive the provisions of local supplements dealing with pay periods," upon a satisfactory showing by the Employer.

Our present payroll is figured on a weekly basis with a one week salary hold back with our pay period ending on Saturday.

The Company is proposing a two week salary hold back. All of the local Unions involved in this change are informed by a copy of this letter.

Attached schedule will outline our suggested manner in which the salary hold-back will be accomplished. The Company is agreeable to make reasonable payroll advances in the first week of the proposed change to handle individual hardship resulting from the new payroll procedure.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-7-3361

Locals: As follows, and, The Ringsby System

Master  
Dispute

17, Denver, Colorado	287, San Jose, California
70, Oakland, California	307, Casper, Wyoming
81, Portland, Oregon	357, Los Angeles, California
87, Bakersfield, California	468, Oakland, California
104, Phoenix, Arizona	495, Los Angeles, California
150, Sacramento, California	431, Fresno, California
180, Los Angeles, California	439, Stockton, California
208, Los Angeles, California	533, Reno, Nevada
222, Salt Lake City, Utah	631, Las Vegas, Nevada
224, Los Angeles, California	961, Denver, Colorado

Request of The Ringsby System to establish uniform payday.

Our Proposal is:

- (1) Pay day will be Friday of each week for all Union employees.
- (2) For pick-up and delivery drivers, Office Personnel, Shop and Servicemen, the pay period will be Thursday midnite to Thursday midnite.
- (3) For Over-The-Road drivers (both singleman and sleeper) the pay period will be from Friday noon to the following Friday noon.

Reason for Requested Change:

- (1) All pay checks are issued by the Ringsby homeoffice in Denver, Colorado and forwarded to the terminals for issuance to their employees.
- (2) (a) While the time cards are checked and figured at the terminals, the final computation and the checks issued by I. B. M. computers at the home office.
- (b) As this equipment is utilized by the Company to compile other statistics and data, it is necessary to re-set the computers for each different operation, therefore, it would be far more efficient and economical operation if all pay checks for Union employees could be issued at the same time, thereby eliminating the delay and cost of re-setting the machines necessary under our present procedure where we have different pay periods and pay days.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 57, Eugene, Oregon, and  
11-7-3362 Consolidated Freightways (Bulk Commodity)

Tanker The Union contends that on July 27, 1967, Mr. Neet was on  
Dispute stand-by. Driver Ed Wynn was working on that day. He had  
taken a load to the dump and arrived back in the yard to find the  
dispatcher, Mr. Ron Campbell, washing a truck which is teamster  
work and therefore the four hours work time should go to Mr. Neet.

Case #928.

JSC Motion: That the four hour claim be allowed.

Deadlocked Oregon JSC (no date given)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California, and  
11-7-3363 Coast Drayage

Joint Council #7 Dispute Mr. Silva received a telegram to report for duty at Clorox on Friday, September 1, 1967. He phoned Coast Drayage Friday at 6:30 a.m. and told the dispatcher he would not be able to make it that day and asked if he was to go in on Tuesday as Monday was a holiday. The dispatcher told Mr. Silva he would let him know if he was not needed. Since Mr. Silva received no word to the contrary, he reported to Clorox at 8:00 a.m. Tuesday and started working. At 8:10 the dispatcher called and said he would not be needed that day and he was sent home.

The Employer sent employee a telegram on Thursday for work on Friday. Called in Friday at 8:00 a.m. and asked if work would be steady and dispatcher told employee that he didn't know. Employee told dispatcher that he wouldn't be in. Went to Clorox on Tuesday w/o being called by the Company. Company had sent another man to Clorox.

Case # LD-3325.

JSC Motion: That the claim of Silva be denied.

Deadlocked Joint Council #7 Labor-Management Committee  
October 5, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California, and  
11-7-3364 Consolidated Freightways

Joint Articles 6 and 54. Mr. Villarreal was off the week of July 3, 1967  
Council #7 because of illness. The Company did not pay him sick leave for  
Dispute the 4th of July holiday.

Union requesting one day's pay at the applicable rate.

Case # LD-3286.

JSC Motion: That the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
September 21, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-7-3365

Local 70, Oakland, California, and  
Lodi Truck Service

O-T-R  
Dispute

A Los Angeles line driver came into Local 70's jurisdiction on July 7, 1967, and dropped a load in Fremont and then proceeded to Hunt Foods where he made a pick-up and returned to Los Angeles. The Union's position was that the Los Angeles driver didn't come into the Oakland terminal and is demanding a day's pay for the top man laid off.

The Company's position is that this is not in violation of the agreement.

Case #CB-2261.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC October 17, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 70, Oakland, California, and  
11-7-3366                  Los Angeles-Seattle Motor Express

Joint                      "Any employee who has ten years of service or more, regardless  
Council #7                of his anniversary date, shall receive four weeks (20 working days)  
Interpre-                vacation with pay each year." The Company claims that any  
tation                      employee must work thirteen days in a calendar month to receive  
                             paid vacation and that they can pro-rate his vacation. Example -  
                             his anniversary date is September and he wishes his vacation pay  
                             in June. The Company claims he is not entitled to July, August  
                             and September. The Union contends that employees who have  
                             from one to nine years, as stated in the agreement, vacations  
                             are pro-rated, but that a special sentence was put in the agreement  
                             to cover the employee with ten years of service or more by  
                             stating regardless of his anniversary date, shall receive all his  
                             vacation according to the agreement.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California, and  
11-7-3367 O.N.C. Fast Freight

Joint Union contends that O.N.C. Truck Lines uses employees ten  
Council #7 to 12 days in a thirty day period and then lays them off and  
Dispute uses another group for another twelve days. Wishes the  
Company to bring employment records to determine which  
employees are entitled to regular employment and how much  
pay is due them under the proper application of the agreement .  
Also requesting Company's advance d business from January,  
1967, vs the year of 1966.

Case # LD-3350.

JSC Motion: That due to the evidence of subterfuge on the  
part of the Company, the claim of the Union be allowed.

Deadlocked Joint Council #7 Labor-Management Committee  
October 5, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California, and  
11-7-3368 Pacific Motor Trucking Company

Joint  
Council #7  
Dispute

The Company refuses to grant Mr. Torres a Leave of Absence and sent him a 72 hour notice to report for work knowing that Mr. Torres would be unable to report as he was incarcerated.

Employer's position is that granting a Leave of Absence must be agreeable to Company and Union.

Case # LD-3 191.

JSC Motion: That the position of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
August 3, 1967.

Joint Western Area Committee

Case # 11 - 7 - 3 3 6 8



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case #  
 11-7-3369

Local 70, Oakland, California, and  
 Pacific Motor Trucking

Joint  
 Council #7  
 Dispute

The Company refuses to pay a runaround claim for Joe Medeiros  
 on July 7, 1967, as he was by-passed on the local wheel.

The Company protests the untimeliness of the grievance.

Case #LD-3379.

Joint Council #7 Labor-Management Committee Motion: That  
 this grievance is improperly before the committee because of its  
 untimeliness.

Deadlocked Joint Council #7 Labor-Management Committee  
 October 19, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-7-3370

Local 70, Oakland, California, and  
Peters Truck Line

Joint  
Council #7  
Dispute

Local 70 claims that Company operation is a pick-up service and the contract states that night shift hostlers shall be prohibited from performing pick-up and delivery services except at time and one-half their applicable rate of pay. Union is requesting time and one-half for a hostler for November 15, 16, 1966, and every night thereafter that the employer violates said agreement.

Case # LD-3269.

Joint Council #7 Labor-Management Committee Motion: That the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
September 7, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 70, Oakland, California, and  
 11-7-3371 Sterling Transit

Joint Council #7 Dispute Company has required men to take a battery of tests at the C.T.A. Testing Center in Burlingame. There is no provision in the contract which entitled the Company to administer such a test. Requests that the Company cease and desist from giving such tests.

Case # LD3202.

Joint Council #7 Labor-Management Committee Motion: That the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee August 3, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
11-7-3372 O.N.C. Fast Freight

O-T-R Dispute Dispute over pay claim for Thelbert Norman in the amount of .88¢  
Dispute for swapping equipment in Curtain, Oregon on August 10, 1967.

The Union contends that the decision out of the JWC has always been that the men will be paid 30 minutes for check and fuel and if it takes longer they will be paid for the additional time. Mr. Norman showed 30 minutes for check and fuel in Portland, then he showed an additional 15 minutes in Curtain to check equipment that he picked up there. On the date in question he checked his equipment in Portland which was a set of doubles, and then he swapped equipment in Curtain, so he checked this equipment. Mr. Norman claims that he used a total of 45 minutes to check both pieces of equipment.

Case #931.

JSC Motion: That the Union's position be upheld and the man be paid the .88¢.

Deadlocked Oregon JSC September 11, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
11-7-3373 O.N.C. Fast Freight

O-T-R The Union contends that under Article 39 of the Over-The-Road  
Dispute Supplemental Agreement, if a road driver pulls any trip casual or  
not, the Company must notify the Union, but will not work the man  
after 30 days without putting him on the regular seniority list as a  
regular employee. Mr. McClure was hired March 29, 1967, and  
worked off and on until June 17, 1967. From June 17, 1967 until  
August 21, 1967, he worked steady without any termination notice.  
Therefore the contract requires that after 30 days the man must be  
put on the regular seniority list.

Case #948.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC October 2, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
11-7-3374 O.N.C. Fast Freight

O-T-R Dispute Dispute over runaround claim for Charles H. Cooper for trip on  
July 26, 1967 pulled by junior driver, Mr. Hall.

The Union contends that both drivers have a run from Medford to Portland and that is the end of a division. On the date in question both men arrived in Portland at the same time. Mr. Cooper is the senior man. At the time of their arrival the Company's extra board was exhausted, both drivers having enough time to extend to Aberdeen. Mr. Cooper is claiming 11 hours as Mr. Hall is the junior man. If the Company had used an extra man there would be no claim.

Case #940.

JSC Motion: That the man be paid 8 hours runaround.

Deadlocked Oregon JSC October 2, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 81, Portland, Oregon, and  
 11-7-3375 O.N.C. Fast Freight

O-T-R Dispute Dispute with Q.N.C. over a runaround claim for driver Thommen,  
 under Article 53, Section 3. This was a trip to Medford on  
 September 7, 1967 which was pulled by a casual.

The Union contends that the runaround claim of September 7, 1967  
 actually involves four Portland drivers. Four Medford men were  
 dispatched to Curtain to turn with Portland drivers the four drivers  
 came to Portland and beyond. The Union contends that there is no  
 rule to the effect that there are Medford to Curtain turns. That  
 there were four loads to Portland or beyond and the Portland men  
 should have been dispatched instead of the Medford casuals. The  
 Portland men were held two or more hours longer than was necessary.

Case #944.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC October 2, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
11-7-3376 Ringsby-Pacific, Ltd.

Master Dispute Dispute over the application of ammunition premium involving an application of the Maintenance of Standards provision.

The Union contends that Converse was taken over by Ringsby; that Converse always paid premium pay for explosives without the term fixed on the loads; that Ringsby was to continue this under Article 6, Section 1, Maintenance of Standards. Ringsby did this until the new contract and they have now taken the position that the loads should be marked fixed before premium would be paid.

The Company contends that they agreed with the Union to pay premium pay even though the bill of lading was not marked fixed through the duration of the 1964-67 contract, but they would then abide by the new contract. Ringsby has always paid according to the contract, except for this Converse take over, and they do not feel that this past practice should continue with the new contract.

Case #941.

JSC Motion: That the Company's position be upheld.

Deadlocked Oregon JSC October 2, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case #  
11-7-3377

Local 85, San Francisco, California, and  
Pacific Motor Trucking

Joint  
Council #7  
Dispute

Claimant had heart attack in May and was released by personal physician in June. The Company physician refused to release for duty until July 3rd. Union claiming man should have been put back to work in June and is claiming back pay until that date.

The Company protested the timeliness of the grievance.

Case #LD-3360.

Joint Council #7 Labor-Management Committee Motion: That the claim of the Union is untimely.

Deadlocked Joint Council #7 Labor-Management Committee  
October 19, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 85, San Francisco, California, and  
11-7-3378 Pacific Motor Trucking

Joint Council #7 Dispute Vacation pay - William Keenan. Man had been working swing shift for ten months. The man was reassigned in accordance with seniority prior to taking his vacation. The vacation was taken at the rate of shift classification. The Union's position was that most of the year was worked on premium shift and the man's vacation should have been paid at the premium rate.

Case # LD-3362.

Joint Council #7 Labor-Management Committee Motion: That the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
October 19, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 85, San Francisco, California, and  
11-7-3379 Santa Fe Trails

Joint  
Council #7  
Dispute

Under piggy-back plan 4, the Company is unloading pigs at the pig ramp in Oakland, then taking them to San Francisco with a Local 70 driver and dropped at consignee and unloaded by Local 85 personnel. Union's position is that if a Local 70 driver stays with the trailer they have objection, but if the trailer is dropped at consignee a Local 85 man should be left with the trailer.

The Company's position is that these trailers are moved under the piggy-back plan 4.

Case # LD-3364.

Joint Council #7 Labor-Management Committee Motion: That since the Local Unions of Joint Council #7 have not negotiated a Plant 1 - 5, and if unlawfully under Article 25, then the Union should have the right to sit down with the Company and negotiate, and if not agreed on in 60 days, the Union shall have the right to take economic action.

Deadlocked Joint Council #7 Labor-Management Committee  
October 19, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-7-3380

Local 180, Los Angeles, California, and  
Consolidated Copperstate

O-T-R  
Dispute

Local 180 takes the position the Company arbitrarily violated the rules as established and agreed to with reference to the bidding and assignment of equipment and because of this action on the part of the Company, this team, Couch and Gray were deprived of 1,080 miles for which they should be compensated.

This team bid sleeper seats and were assigned to Tractor #730 which they had been driving for some time, running to El Paso. The Company pulled this team off #730 and re-assigned them to #716 on July 15, 1967. The Company then put two extra men off the Board on #730 and dispatched them two trips to Odessa, Texas, while the regular men (Couch and Gray) made two trips to El Paso only. Therefore, we contend the regular team is entitled to the difference in mileage.

Case #SC-9-7-9929.

JSC Motion: That the claim of Couch and Gray be upheld.

Deadlocked Southern California JSC September 12, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
11-7-3381 Consolidated Copperstate

O-T-R Local 180 takes the position that this team, Couch and Gray were  
Dispute runaround some fifty (50) hours and should be compensated for  
same at the regular hourly rate of \$3.50 per hour, a total sum  
of \$175.00 for each man.

This team called from Tucson and told the dispatcher in Los Angeles that they would turn in Los Angeles on arrival if there was a load available. They arrived in Los Angeles at 6:30 p.m. on July 22, 1967 and were told they would not go out. Trailer #761 for New Orleans was dispatched by extra division via Phoenix at 7:00 p.m. on July 22, 1967, also #739 for El Paso was dispatched via Phoenix at 8:00 p.m. July 22, 1967. Couch and Gray did not get out until 9:00 p.m. July 24, 1967, therefore, the 50 hour runaround claim is in order and should be paid.

Case #SC-9-7-9930.

JSC Motion: That the claim of the Union be upheld.

Deadlocked Southern California JSC September 12, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 180, Los Angeles, California, and  
11-7-3382                      Consolidated Freightways, Inc.

O-T-R                      L. D. Baker and J. E. Mabbott are filing for 11-3/4 hours runaround  
Dispute                      for each man. Baker and Mabbott arrived in Spokane on May 31,  
1967 at 16:45. The Company then ran an Oakland team around  
them at 17:15 on May 31, 1967. This Oakland team - Farness  
and Ballinger pulled two trailers which were loaded for Los  
Angeles. The numbers of the trailers were 29-757 and 29-2236.  
When Baker and Mabbott were dispatched out they were given  
two trailers for Oakland. The numbers of these trailers were  
29-612 and 29-2140. When Baker and Mabbott arrived in Oakland  
the Company then gave them the same two trailers that Farness  
and Ballinger had pulled from Spokane to Oakland and told them  
to take them to Los Angeles. Local 180 takes the position that  
the trailers Farness and Ballinger pulled out of Spokane were  
Los Angeles loads and therefore should have been given to Baker  
and Mabbott. The Company in not doing this constituted a runaround  
and these men should be paid for the time.

Case #SC-8-7-9888.

JSC Motion: That the filing of this case is untimely under the  
45 day limitation.

Deadlocked Southern California JSC August 9, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
11-7-3383 DC International, Inc.

O-T-R Local 180 takes the position that a runaround took place on September  
Dispute 7, 1967, at 7:49 a.m. when a Denver Tractor #355 was dispatched  
with Trailer #4702, Trailer was loaded with Cleveland freight.  
This trailer was pulled from Denver to Cleveland with Tractor #298.  
This is in violation of Change of Operations authorized procedure.  
This load of freight should have been pulled by Los Angeles based  
power. Slider was used in this instance because he had been in  
town fifty-two and one-half (52-1/2) hours at the time of this dispatch,  
however, he may not have been deserving of this runaround and if  
not, this claim may be amended to cover the proper team.

Case #SC-10-7-10207.

JSC Motion: That the claim of the Union be allowed based on  
their filing, and the Company is instructed to abide by the Change  
of Operations.

Deadlocked Southern California JSC October 4, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
11-7-3384 Los Angeles-Seattle Motor Express

O-T-R Local 180 takes the position that the Company should pay the  
Dispute off-route miles in and out of all way freight stops where the  
teams have to go off-route to deliver freight.

Case #SC-9-(3)-7-8865.

JSC Motion: That the claim of the Union be denied.

Deadlocked Southern California JSC September 15, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
11-7-3385 Navajo Freight Lines, Inc.

O-T-R  
Dispute

Local 180 takes the position that the Company owes L. L. Smith and Frank Weyant 32-1/2 hours pay at the rate of \$3.25 per hour, a total sum of \$78.00 due each man. This team arrived Amarillo, Texas at 9:30 a.m. on March 13, 1967, at 10:45 a.m. There was a lease Truck No. X-511 and New York License 115-732 pulling a Navajo load of freight to Lathroup, California Air Base. This team laid 32-1/2 hours - they are entitled to the pay less any layover pay already received.

Case #SC-9-(5)-7-9206.

JSC Motion: That the claim of the Union be upheld.

Deadlocked Southern California JSC September 12, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
11-7-3386 Navajo Freight Lines

O-T-R  
Dispute

CASE #9366: Local 180 takes the position that Navajo Freight Lines run a leased Tractor P-1 and Trailer R-2 loaded with auto freight from Cleveland to Los Angeles by these men while they were laying in Kansas City, therefore, we contend these men should be compensated 12 hours for each man at \$3.25 per hour, or a total of \$39.00 each.

CASE #9948: Gordon Mitchell and L. T. Mendell are filing for 33-1/2 hours runaround. Mitchell and Mendell were dispatched to Kansas City arriving there at 09:36 on August 8, 1967. While they were laying over there Navajo Freight Lines ran a leased tractor around them causing them to have to lay in Kansas City the aforementioned 33-1/2 hours. This leased tractor was driven by Earl Brown and leased to Navajo Freight Lines. The Tractor was No. 2 California License #X-84230. The trailer license No. was California W.K-2076 and the cargo on the trailer was dry freight coming from Brooklyn, New York and going to Co-Op Storage on Industrial Blvd. in Los Angeles, California, arriving at 4:30 a.m., August 11, 1967.

Mitchell and Mendell did not get out of Kansas City until 18:13 on August 9, 1967.

Local 180 takes the position that this is a violation of the Change of Operations that this Company asked for and was granted as to how the freight was to move through the Kansas City Gateway and these men should be paid for the 33-1/2 hours to each man at the applicable rate.

Case #SC-9-(6)-7-9366 and #SC-9-7-9948.

JSC Motion: That the claim of the Union be upheld.

Deadlocked Southern California JSC September 12, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
11-7-3387 Pacific Intermountain Express

O-T-R Local 180 takes the position that Cleveland and Richers are  
Dispute entitled to 7-1/4 hours at \$3.50 per hour, a total of \$25.38 for  
each man.

In addition this claim is for \$3.75 hotel, and \$1.00 cab fare for  
Richers and \$3.75 and \$.80 cab fare for Cleveland.

This team arrived in Portland at 2:52 a.m. July 19, 1967 and was  
put off duty - Dispatcher claiming there were no loads, they  
were given a two hour call, reported and were dispatched at  
10:10 a.m. , July 19, 1967. Bobtail to Salem to pick up two  
trailers 90-1795 and 90-1398, all hooked and ready to go. These  
loads were loaded and ready July 18, 1967, and this team was held  
unnecessarily in Portland. Had they been turned on arrival, the  
above listed hotel bills and cab fares would not have been incurred.

Case #SC-9-7-9950.

JSC Motion: That the claim of Cleveland and Richers be  
allowed.

Deadlocked Southern California JSC September 12, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 190, Billings, Montana, and  
11-7-3388 Garrett Freightlines

O-T-R Local 190 requests that Garrett Freightlines be ordered to comply  
Dispute with Article 54 of the Western States Area Over-The-Road.

Union referred the committee to Article 54 which states that there shall be no two men runs of less than 500 miles. Garrett has been paying 340 for the Billings-Missoula run and on 1/6/67 Local 190 notified Garrett that they would not be a party to the Rider which pertained to the 340 mile agreement. Further, it was the Union's position that they gave up all Riders on existing contract by virtue of their 1/6/67 letter, and that the Company must comply with the contract.

Employer stated they had a stipulation with Local 190 and that this stipulation was heard by the JWC in 1962. The JWC then ruled that the Company must comply with the Rider and it is the Company's position that this comes under past practice. The JWC case referred to was 7-445.

Case #M-739.

JSC Motion: That in Case M-739 the Union's position be upheld.

Deadlocked Montana JSC August 25, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case #  
 11-7-3389

Local 190, Billings, Montana, and  
 Garrett Freightlines

O-T-R  
 Dispute

Local 190 requests .5 hour pay for Myers and Herman for time  
 worked which was deleted by the Company.

Union position is that the time worked involves obtaining serial  
 and equipment numbers as requested by the Company for various  
 reports. The numbers are needed on the signout sheets and the  
 Company does not furnish these numbers, therefore, the Union  
 claims this is work time and it should be paid as work time under  
 Article 49, Section 1 of the contract.

Case #M-738.

JSC Motion: That the claim of the Union be denied.

Deadlocked Montana JSC August 25, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 190, Billings, Montana, and  
11-7-3390                      Garrett Freightlines

O-T-R                      Local 190 requests the pick-up and delivery hourly scale for all  
Dispute                      sleeper drivers picking up potatoes at Bozeman, Montana.

Case #M-736.

JSC Motion: That in Case #M-736 the claim of the Union be  
denied.

Deadlocked Montana JSC August 25, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
11-7-3391 Gilbert Carrier Corporation

Master This Company executed the National Master Freight Agreement and  
Dispute is not using the 80%men on Thursday of each week. Therefore,  
this is a claim for 8 hours each day that the 80% men have not  
worked since July 14, 1967. (Note: this claim was amended  
on September 29, 1967 to read April 1, 1967 in lieu of July 14/67)

Case #SC-10-7-10251.

JSC Motion: That the Rider is still in effect, therefore, the  
claim of the Union is denied.

Deadlocked Southern California JSC October 4, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
11-7-3392 I. M. L. Freight, Inc.

Master I. M. L. Freight purchased the I. C. C. rights of Marr Freight.  
Dispute Therefore, we feel that by this action they must abide by the  
Master Freight Agreement and place the Marr drivers on the  
bottom of the seniority list. All pertinent facts will be presented  
at the time of hearing this matter.

Case #SC-8-(7)-7-9711.

JSC Motion: That the claim of the Union be allowed.

Deadlocked Southern California JSC August 10, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
11-7-3393 Garrett Freightlines

O-T-R This case was previously heard by the committee at its August,  
Dispute 1967 meeting at which time the following motion was passed.

"That this case be referred back to the parties; that the parties are to meet and mutually determine the exact conversation between the driver and the dispatcher; that if the dispatcher told him he would not have to be available for a call until 5:00 p.m., then the claim be paid, but if the dispatcher told him he would not be going out until 5:00 p.m. then the claim be denied, that this committee retain jurisdiction in the event this case is not settled on the above basis."

In accordance with the above motion, the parties met and the driver, Mark, stated that he called the Company's dispatcher at 8:00 a.m. and was told, "we don't have anything for you." The dispatcher stated that Mark was told that "there wouldn't be anything until 5:00 p.m., but later admitted that the dispatcher did not talk directly to Mark, but relayed the information through the man on the phone.

It is the Company's position that even though Mark called in at 8:00 a.m., the Company could not hold his position for him under the existing dispatch rules. When the Company attempted to get him beginning at 3:30 p.m. and left word with his wife, it was obligated to drop him to the bottom of the board under existing dispatch rules when he did not contact the Company until 7:00 p.m.

Case # 1060 (Aug. 67-23).

JSC Motion: That the claim of the Union be paid.

Deadlocked Utah-Idaho JSC September 19, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
11-7-3394 I.M.L. Freight, Inc.

O-T-R The Union is requesting that the Company be required to show  
Dispute the number of miles driven on the driver's check stubs. The  
Union contends that the Company formerly showed this information  
but the new payroll procedures have omitted it and that Article  
48, Section 3, requires a showing of the number of miles driven.

It is the Company's position that its payroll information which  
shows separately mileage paid by trip with subsistence per  
trip shown separately and pay for work time shown separately  
complies with the intent of the agreement.

Case #1079 (Sept. 67-13)

JSC Motion: That the Company's present payroll procedures  
are not in compliance with Article 48, Section 3.

Deadlocked Utah-Idaho JSC September 19, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
11-7-3395 I. M. L. Freight, Inc.

Automotive The Company and the Union have an agreement to bid holiday work  
Dispute on the basis of full company seniority, rather than by seniority in  
classification . When the bid was posted for Memorial Day work,  
Eldon Mayoh bid first choice Greaser, graveyard shift; second  
choice Tire Service man, swing shift. He didn't sign for any other  
positions and didn't have enough seniority to obtain either bid.

After the bids were awarded, due to an unexpected load of ammunition,  
the Company required additional steamers during Memorial Day  
and the Company called the senior qualified man who had bid day shift  
but hadn't been awarded it.

The Union contends that Mayoh, being senior to the man called,  
should have been entitled to the work.

It is the Company's position that it properly called the man who had  
bid days rather than Mayoh who bid only graveyard or swing.

Case # 1056 (Aug. 67-19)

JSC Motion: That the Union's claim be upheld.

Deadlocked Utah-Idaho August 25, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 224, Los Angeles, California, and  
11-7-3396                      California Motor Express

O-T-R                      Local 224 on behalf of James P. Allie claims excessive layover  
Dispute                      in San Francisco on July 10, 1967. Further information will  
                                 be presented at the hearing.

Case #SC-8-7-9784.

JSC Motion: That based on the facts presented in this case,  
the claim of James P. Allie be allowed.

Deadlocked Southern California JSC August 8, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
11-7-3397 Chipman Truck Company

Tank- Union on behalf of Harry J. Collins requests he be reimbursed  
Truck \$3,500.00 for attorney fees and \$300.00 for miscellaneous expenses  
Dispute incurred for two court appearances in Salinas, California.

Union amends the filing to include Article 10 of the Western States Master along with Article 36. The letter from Collins which was sent to the Union was read to the panel. Union claims man should be compensated for attorney fees and protection for suit fees. Union read and entered a letter from the Transport Indemnity to Collins. Driver testified that the Company told him he had to hire his own attorney and pay his own expenses.

Company claims the grievance was untimely filed.

Case #T-97-824.

JSC Motion: That based on the facts the case was not filed within the time limits of the contract from the date Mr. Collins retained his attorney and was aware of the attorney fees, the case is untimely filed.

Deadlocked California-Arizona Joint State Tank Committee  
(no date of action given)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 224, Los Angeles, California, and  
11-7-3398                    O. N. C. Motor Freight System

O-T-R                      Local 224 on behalf of Mr. Allen A. Hayden claims all time  
Dispute                    spent at the short line rate of pay on dispatch of May 23, 1967,  
trip report #2713 10.

Case #SC-8-7-9793.

JSC Motion: That the claim of the Union be allowed, and the  
Company be instructed to dispatch a man either on long line  
or short line.

Deadlocked Southern California JSC August 8, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
11-7-3399 Ringsby Truck Lines, Inc.

O-T-R Local 224 on behalf of the members employed at Ringsby Truck  
Dispute Lines requests the Joint State Committee to instruct the Company  
to comply with Article 54 (b) of the Western States Area Over-The-  
Road Supplemental Agreement, and refrain from operating sleeper  
cab equipment less than 500 miles outbound or 1,000 miles round  
trip.

A factual case will be presented at the hearing.

Case #SC-10-7-10193.

JSC Motion: That the Company be instructed to comply with  
Article 54 (b) of the Western States Area Over-The-Road Supple-  
mental Agreement.

Deadlocked Southern California JSC October 4, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 224, Los Angeles, California, and  
11-7-3400                   Ringsby Truck Lines

O-T-R                      Local 224 on behalf of the members employed at Ringsby Truck  
Dispute                   Lines, requests the Joint State Committee to instruct the Company  
                                 to comply with Change of Operations #2-6-2208, and use adequate  
                                 power for the Reno run. A factual case will be presented at the  
                                 hearing. On July 19, 1967, a driver was dispatched to Reno on  
                                 Truck #2058, a 220 HP Cummins.

Case #SC-9-7-10011.

JSC Motion: That the claim of the Union be denied.

Deadlocked Southern California JSC September 13, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
11-7-3401 Ringsby-Pacific, Ltd.

O-T-R Local 224 on behalf of Mr. Hershel E. Cates claims six hours  
Dispute abuse of free time at Stockton, California on July 23, 1967, and  
the two hour minimum on the same date.

Case #SC-9-7-10015.

JSC Motion: That Hershel E. Cates be allowed three hours  
abuse of free time.

Deadlocked Southern California JSC September 13, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
11-7-3402 Western Transportation Company, Inc.

O-T-R Local 224 on behalf of the members employed at Western  
Dispute Transportation Company, Inc., requests the Joint State  
Committee to instruct the Company to comply with the contract  
and place for bid the three line runs.

Case #SC-8-7-9801.

JSC Motion: That the Company is instructed to post for bid  
the 3 line runs in accordance with Article 41, Section 2 (a).

Deadlocked Southern California JSC August 8, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 235, Orange, California, and  
11-7-3403 Schaldach Truck Lines

O-T-R Grievance involves Alvin Abel and occurred on July 11, 1967.  
Dispute We are filing grievance for one-half trip to San Leandro.  
Mr. Abel was flown from the Los Angeles terminal to San  
Leandro terminal and junior men were dispatched on trucks  
from the Los Angeles yard on the same date.

Case #SC-9-7-9901.

JSC Motion: That the claim of Alvin A. Abel be denied.

Deadlocked Southern California JSC September 11, 1967.

NOTE: This case has been settled and withdrawn as per  
letter received in the Freight Division dated  
October 19, 1967, from the Southern California  
Joint State Committee.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-7-3404

Local 287, San Jose, California, and  
California Cannery & Growers

Interpre-  
tation

Local men should perform the duties within this Local's jurisdiction under the Local Master Freight Agreement. Company utilized two short-line men to move bins on September 16, 1967. One day's pay for each of the two senior men on the local list at time and one-half.

The Employer's position is that drivers moving bins come under the Agriculture Agreement.

Case #LD-3349.

JSC Motion: That this case be referred to the Joint Western Area Committee for interpretation. Motion Carried.

Joint Council #7 Labor-Management Committee date of action, October 5, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case #  
11-7-3405

Local 287, San Jose, California, and  
California Cannery & Growers

O-T-R  
Dispute

Runaround penalty for Joe Tirri.

Case #CB-2209.

JSC Motion: That the claim of the Union be allowed.

Deadlocked California Bay JSC September 19, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 287, San Jose, California, and  
11-7-3406 Consolidated Freightways

O-T-R A San Jose driver bobtailed from San Jose to the Consolidated  
Dispute terminal at San Leandro. He picked up a load and delivered  
it to the consignee in San Jose. The Union is claiming the  
local rate of pay for the driver involved.

The Employer's position is that this is short line work.

Case #CB-2212.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC October 17, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-7-3407

Local 287, San Jose, California, and  
Garden City Transportation

Joint  
Council #7  
Dispute

Claimant has week of 9/4/67 as vacation. Company told claimant to report back to work on 9/11/67. Because of holiday occurring while on vacation, vacation should be extended by one day. Claimant - Ralph Jordon.

Case # LD-3321.

Joint Council #7 Labor-Management Committee Motion: That based on Article 55, the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee  
October 5, 1967.

Joint Western Area Committee

Case # 11 - 7 - 3 4 0 7



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-7-3408

Local 287, San Jose, California, and  
Navajo Freight Lines

Joint  
Council #7  
Dispute

Sleeper team dropped 16,700 lbs. freight on September 17, 1967.  
Union's position is that sleeper teams cannot drop 16,000 lbs.  
of freight and drive liftfork truck. JWAC Case #8-7-3221 -  
Union's position was upheld. One day's pay for employee  
Silveria) at time and one-half.

Company states it is unaware of the decision rendered.

Case #LD-3345.

Joint Council #7 Labor-Management Committee Motion: That  
the claim of the Union be allowed.

Deadlocked Joint Council #7 Labor-Management Committee  
October 5, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 287, San Jose, California, and  
11-7-3409 Pacific Motor Trucking

O-T-R Company violated Article 41 on August 11, 1967.  
Dispute

Case #CB-2235.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Bay JSC September 19, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-7-3410

Local 287, San Jose, California, and  
Pacific Motor Trucking

Joint  
Council #7  
Dispute

Work jurisdiction. The Company is dropping trailers at the Payless Drug Stores for Van Load Sales. These trailers are left at the consignee for two-three or four days. The Union's position is that the Company may not drop trailers without local men in attendance.

The Company's position is that it is their historical practice to drop trailers at retail stores for van load sales during which the merchandise is sold from the van. This operation is permissible under revised Article 45, Section 2 (a) and 3, as unloading takes place over an extended period of time.

Cases No. LD-3372 - #3373 - #3374.

Joint Council #7 Labor-Management Committee Motion: That the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
October 19, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case #  
11-7-3411

Local 287, San Jose, California, and  
U.S. Products Corporation

O-T-R  
Dispute

Company in violation of Article 41 on August 11, 1967.

Case #CB-2222.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC September 19, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 287, San Jose, California, and  
11-7-3412 U.S. Products

O-T-R Company in violation of Article 41.  
Dispute

Case #CB-2224.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC September 19, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 307, Casper, Wyoming, and  
11-7-3413 Salt Creek Freightways, Inc.

O-T-R Marvin Sills claiming holiday pay.  
Dispute

Case #111.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC August 2, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 315, Martinez, California, and  
11-7-3414 McKeown Transportation

O-T-R Company using Allyn Transportation to make three loads to  
Dispute Idaho since July 30th while we have regular men off and available  
who have performed this work in the past.

Case #CB-2248.

JSC Motion: That because a common carrier was used, the  
claim of the Union be denied.

Deadlocked California Bay JSC September 19, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 315, Martinez, California, and  
11-7-3415 West Transportation

O-T-R Ed Babros was scheduled to go to work 4/9/67 from Richmond  
Dispute to Montebello. Company used sub-hauler to do this work while  
he was already dispatched on it and was told not to make the  
trip.

Union is asking for full compensation from Richmond to  
Montebello and return.

Case #CB-2242.

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay JSC September 19, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 381, Santa Marie, California, and  
11-7-3416 Certified Freight Lines

O-T-R Line driver Don Pacheco who had the third Santa Maria - Los  
Dispute Angeles bid was run out of Arroyo Grande to Los Angeles 25 times  
in less than 60 days to Los Angeles and had to travel 30 extra  
miles to work and was not supplied transportation but used his  
own vehicle.

Union on behalf of Mr. Don Pacheco claims 25 times 30 miles  
for extra mileage at .11725 , for total of \$87.94, and 25 times 30  
miles at \$.10 per mile for use of his own vehicle for a total of  
\$75.00 and grand total of \$162.94.

Case #SC-10-7-10110.

JSC Motion: That the claim of Don Pacheco be denied.

Deadlocked Southern California JSC October 2, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 439, Stockton, California, and  
 11-7-3417 P C P Transportation

O-T-R Union requests that drivers on regular board be compensated for  
 Dispute all time lost when Mr. Brown and Mr. Oswald were dispatched  
 improperly from August 15, 1967, until time of hearing.

Union claims this goes back to when the Company bought out  
 Melhoff Trucking and drivers were dovetailed on the seniority  
 board.

Company claims they bought all trucks, equipment, and I.C.C.  
 rights in January. Melhoff, besides the trucking company, also  
 had a leasing company. Since the transaction, Melhoff retained  
 three trucks he was buying and then started using them as he had  
 retained his P.U.C. rights in suspension as P C P had their own  
 and did not need them.

Case #CV-97-1764.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Valley JSC (no date of action given)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 467, San Bernardino, California, and  
11-7-3418 Paxton Trucking Company

O-T-R Local 467 hereby files a grievance against Paxton Trucking Company  
Dispute under Article 43 of the National Master Freight Agreement and  
Over-The-Road Supplemental Agreement on behalf of all shuttle  
employees at Paxton's Fontana Yard.

The Company is in violation of Article 42, Section 4 of the said  
agreements - change of terminals.

Case #SC-10-7-10116.

JSC Motion: That the claim of the Union be upheld.

Deadlocked Southern California JSC October 2, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 468, Oakland, California, and  
11-7-3419 Delta Lines

O-T-R Money claim for John C. Torbet. Driver hauling ammo took  
Dispute one hour lunch at the end of five and one-half hours (5-1/2)  
and another one hour lunch period at the end of the second  
five and one-half (5-1/2) hours. The Company paid for two  
one-half hour lunch periods and the Union is claiming that the  
driver should have been paid for two one hour lunch periods.

Case #CB-2228.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC October 17, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 468, Oakland, California, and  
11-7-3420 Pacific Motor Trucking

O-T-R  
Dispute

Money claim for Chester D. Gardner Jr. On July 31, the grievant was dispatched to Redding with a straight Redding load. He had bid Redding or Eugene if the flow of freight required the Eugene run. On the same night, a Redding bid man took a set of doubles, one Redding box and one Eugene box to Redding. At Redding the Eugene box was married with another Eugene box and moved to Eugene by a Medford bid man returning to his home terminal. The Union's position is that the grievant should have taken the Eugene freight to Eugene.

The Company's position is that this is normal practice to return drivers to their home terminal.

Case #CB-2236.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC October 17, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 468, Oakland, California, and  
11-7-3421 Pacific Motor Trucking

O-T-R Money claim for Chester D. Gardner Jr. Grievant should  
Dispute have taken the Eugene freight to Eugene. Claiming difference  
in pay between a Redding and a Eugene trip on July 19, 1967.

The Company's position is that this is normal practice to  
return drivers to their home terminal.

Case #CB-2237.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC October 17, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 468, Oakland, California, and  
11-7-3422 Pacific Motor Trucking

O-T-R Runaround for Vernon Cramer. A Los Angeles driver on the  
Dispute preferred extra board left Oakland with a Stockton load. He  
dropped the load at Stockton, picked up a Los Angeles load  
and proceeded to his home terminal. The Union's position is  
that the Stockton load was short line work and he is filing  
runaround for a shortline driver.

The Company's position is that this is normal procedure and  
return out-of-town drivers to their home terminal.

Case #CB-2287.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC October 17, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 468, Oakland, California, and  
11-7-3423 Pacific Motor Trucking

O-T-R  
Dispute

A Sacramento based driver dispatched to Oakland with a set of doubles. Picked up a set at Oakland, one of which was destined for Medford, and returned to Sacramento. The Medford load was married with another Medford load at Sacramento and a Medford based driver proceeded to Medford with the doubles. The Union's position is that an Oakland driver should have taken the Medford load to Medford.

The Company's position is that this procedure is normal for returning drivers to their home terminal.

Case #CB-2283.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC October 17, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 495, Los Angeles, California, and  
11-7-3424                  Pacific Motor Trucking

Automotive                Local 495 in behalf of Richard Swayzer requests that the Company  
Dispute                    be instructed to bid the stockroom job.

Case #SC-8-7-9837.

JSC Motion: That the Company be instructed to give  
Richard Swayzer his bid position.

Deadlocked Southern California JSC August 9, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 495, Los Angeles, California, and  
11-7-3425 Walkup Merchant's Express

Automotive Local 495 in behalf of William McSorley claims nine (9) hours  
Dispute pay for work performed by someone outside of bargaining unit.

Case #SC-9-7-9993.

JSC Motion: That the claim of the Union be denied.

Deadlocked Southern California JSC September 13, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 533, Reno, Nevada,  
11-7-3426 Local 150, Sacramento, California, and  
McLeod Trucking

O-T-R On 8/11/67, AFE lease truck #309, Trailer #71 from Sacramento  
Dispute to Herlong, load and return. Mahoney signed in and out. This  
is work coming within Local 533 jurisdiction. On August 17, 1967,  
driver Curtis was hauling load of corrugated pipe, set of doubles,  
flat bed trailers with Ken Hampton, Dispatcher was driving fork  
lift. Claiming money for senior man at overtime rate for 2 hours.  
Employer violating change of operation. Refuses to make agreement  
between owner/operator, Employer and the Union. Believe Employer  
using subterfuge. Requesting cease and desist order.

Case #CV-97-1754.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Valley JSC (no date given.)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 631, Las Vegas, Nevada, and  
11-7-3427 Ringsby Truck

Master Jay Tripp, a member of Local 631 and working for Ringsby  
Dispute Truck Lines, while faithfully discharging his duty of driving  
from Beatty to Las Vegas was involved in an accident with a  
car and through no fault of his, received a traffic citation from  
the investigating officer. He notified Fred Inmann, the terminal  
manager at Las Vegas and was told that he would have to defend  
himself the best way he could with no help from Ringsby Truck  
Lines, other than allowing him time off without pay. He had to  
hire an Attorney, make three trips from his home in Beatty,  
Nevada to Las Vegas, a distance of 230 miles round trip, pay  
his expenses for transportation, meals, lodging, Attorney and  
court costs, which were not reimbursed to him. He was found  
innocent in Municipal Court at Las Vegas on the citation and  
all charges were dismissed.

Ringsby Truck Lines did not live up to Article 36 of the Master  
Freight Agreement.

Case #SC-8-7-9766.

JSC Motion: That the claim of Jay Tripp be allowed.

Deadlocked Southern California JSC August 7, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 690, Spokane, Washington, and  
11-7-3428 Helphrey Motor Freight, Inc.

O-T-R  
Dispute      Protesting cancellation of Robert Powers' run to Great Falls, Montana on June 4, 1967. I, driver Robert Powers, am protesting the cancellation of my run to Great Falls, Montana on June 4/67, therefore, I am asking for reimbursement of said run due to the reason that Truck No. 270, Trailer No. 234 were loaded with Great Falls freight, they cancelled out my schedule, ran this unit via Kalispell, Montana with a Kalispell-based driver and on to Great Falls with another Kalispell-based driver. This run historically was a sleeper operation from Spokane to Ravalli. It was changed to division runs. The two Spokane-based drivers drove it 6 trips a week.

This is my reason for the money claim.

Case #1763 (U).

JSC Motion: That the claim be denied.

Deadlocked Washington August 23, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 692, Long Beach, California, and  
11-7-3429 Harbor Truck Lines - i.e. Shippers Overnight Service

Master Dispute This will serve as a five day tie-up notice. Local Union 692 takes the position that Harbor Truck Lines, i.e. Shippers Overnight Service has violated the National Master Freight Agreement as well as the Western States Area Over-The-Road and Western States Area Pick-Up & Delivery Supplements. Harbor Truck Lines operated Shippers Overnight Service in conjunction with, and as a part of Harbor Truck Lines. The equipment was used by both Companies. Employees of Harbor's seniority list drove Shippers Overnight Service equipment and delivered both Harbor Truck and S.O.S. freight. Employees of Shippers Overnight Service seniority list used Harbor and S.O.S. equipment and delivered freight for both Companies. On Friday, August 18, 1967, all employees of Shippers Overnight Service were placed on lay-off. Mr. Ed Bealer, President of Harbor Truck Lines, i.e. Shippers Overnight Service informed these employees that Shippers Overnight Service was no longer in business and that they would not be paid as Shippers Overnight Service had no money.

We maintain this is a subterfuge. It is our position that Shippers Overnight Service is a portion of Harbor Truck Lines. Since they are both one and the same Company, we feel Harbor Truck is responsible and should pay these various claims.

Case #SC-9-7-10098.

JSC Motion: That Harbor Truck Lines and Shippers Overnight Service are separate corporate entities, therefore, the claim of the listed employees is denied.

Deadlocked Southern California JSC September 11, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 692, Long Beach, California, and  
 11-7-3430 Ventura Transfer Orr Tank Lines

Tank Union claims Ventura Transfer Orr Tank Lines is in violation  
 Truck of Article 38, Section 1, Scope and Agreement, and compensation  
 Dispute for all employees be paid under correct contract.

Union read the grievance filing for the record and explained the agreement with the Company as well as the basis of the claim. Union claims agreement terminated on March 31, 1967.

Company claims the case is serious for the industry. Company went into the tank air delivery business in 1962. Company called the Union and had an agreement. In 1965 in a meeting of all parties concerned, it was agreed that this was a tanker agreement and .12¢ above the agreement would be paid by the Rider Agreement.

Case #T-97-839.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California-Arizona Joint State Tank Committee  
 (no date of action given)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
11-7-3431 Consolidated Freightways

O-T-R Local 741 requests runaround pay in the amount of a Seattle to  
Dispute Portland turn for D. J. Olsen, Consolidated Freightways,  
Seattle line driver, when on July 7, 1967, Portland driver  
Gaston went from Moses Lake after a layover to Portland via  
Seattle and dropped and picked in Seattle.

Case # 1796 (U).

JSC Motion: That in view of the through dispatch via Seattle,  
the claim of the Union be denied.

Deadlocked Washington JSC August 24, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 911, Klamath Falls, Oregon, and  
11-7-3432 Bend - Portland Truck Service

O-T-R Dispute Dispute over runaround claim for Stanley D. Wills as a result  
of dock man in Bend being dispatched to Sycan and return on  
July 24, 1967.

The Union contends that the Company used Mr. Luderman to take  
truck to Sycan Marsh and back. He is a dock man and Mr. Wills  
is the senior line man and had the rest and this was a line job.

Case #938.

JSC Motion: That the Union's claim be upheld.

Deadlocked Oregon JSC October 2, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
11-7-3433 Navajo Freight Lines, Inc.

O-T-R J. M. Orten and H. L. Hicks state: On trip #81614 dispatched  
Dispute Denver via powder lot to Manteca. The Company has posted 1,275  
over north route, have been paid 65 miles Manteca to Oakland;  
2,158 Oakland to Chicago; Chicago to Denver 997. The total of  
this mileage is 4,495 miles, we added 15 to this for going past  
the ammo lot, a total of 4,510 miles. Claimed only paid 4,484  
miles. Company owes me 26 miles. We did not receive a denial  
slip or explanation of the shortage. Claimed 10-3/4 hours pay  
for this was only paid 9-3/4, no explanation or denial slip. Due  
\$1.64 each on mileage, due \$3.50 each on hourly rate. Total \$5.14.

Cases No., 23 - #25 - #26 - #27 - #28 - #29 - #30 - #31 - #32 -  
#35 - #36 - #77 - #87.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC August 2, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
 11-7-3434 Navajo Freight Lines, Inc.

O-T-R O.K. Foster states: For a number of years there have been  
 Dispute two men on the Pueblo, Colorado Springs run out of Denver. It  
 has been a past practice in this number of years to use both men  
 in a night that there were two or more loads to be pulled. These  
 loads were being dispatched on a first-in, first-out basis. On  
 the 9/7/67 Swinford, the other man on the Colorado Springs-Pueblo  
 run was dispatched twice and I was left at home. I claim \$27.04  
 for not being dispatched with one of those loads.

Case #70.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC October 4, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
11-7-3435 Navajo Freight Lines, Inc.

O-T-R Frank S. Swinford states: Navajo Freight Lines has a solo  
Dispute operation from Denver to Pueblo and/or Colorado Springs. For  
about four years there have been two men on these runs and they  
have rotated on these trips. One man going to Pueblo, and one  
to the Springs. For about the past 10 days or 2 weeks the Company  
has only been using us every other night on this run. They keep  
one man home and the other man pulls two runs. Westend division  
drivers have always pulled these runs, however, the drivers have  
been paid under the C.S. contract at the rate of 8 hours pay for  
driving time only on the first run, and 8 hours guarantee for  
driving time only on the second - - providing the second run was  
to Colorado Springs.

On 9/3/67 and 9/5/67 the Company let me sit home and Foster  
who runs opposite me pulled two trips each on these nights. This  
is a subterfuge to evade the contract and not pay me 8 hours each.  
I claim the Company owes me \$54.00 for these two nights.

Case #49.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC October 4, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 961, Denver, Colorado, and  
11-7-3436 Navajo Freight Lines, Inc.

O-T-R  
Dispute

O. K. Foster states: For a number of years there have been two men on the Pueblo, Colorado Springs run out of Denver. It has been a past practice in this number of years to use both men in a night that there were two or more loads to be pulled. These loads were being dispatched on a first-in, first-out basis. On August 30, 1967 and August 31, 67, Swinford, the other man on the Pueblo, Colorado Springs run, was dispatched twice and I was left at home. I claim \$27.04 for not being dispatched with one of these loads.

Case #55.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC October 4, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 961, Denver, Colorado, and  
11--7-3437 Navajo Freight Lines, Inc.

O-T-R  
Dispute

O.K. Foster states: For a number of years there have been two men on the Pueblo-Colorado Springs run out of Denver. It has been a past practice in this number of years to use both men in a night that there were two or more loads to be pulled. These loads were being dispatched on a first-in, first-out basis. On September 1/67 Swinford, the other man on the Pueblo-Colorado Springs run, was dispatched twice and I was left at home. I claim \$27.04 for not being dispatched with one of those loads.

Case #71.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC October 4, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 961, Denver, Colorado, and  
11-7-3438 Navajo Freight Lines, Inc.

O-T-R Ivan L. Brown states: We had been dispatched from Denver to  
Dispute Oakland, from Oakland to Denver via Amarillo, Texas which was  
our second dispatch. When we arrived at Amarillo, the trailer  
we were to pick up was not ready then so we went to the hotel to  
clean up. It took us 2 hours by the time we called a cab and cleaned  
up and called a cab and came back. As this actually was the third  
dispatch as Amarillo is not on our route home, we should go on  
straight time. The dispatcher at Amarillo said that the load was  
ready 1/2 hour after we got there and wouldn't sign for the time  
at all. We were also told the 1/2 hour was all we had coming but  
we were there 2 hours in all as we had been on the road about  
2 days and needed to clean up.

Case #61.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC October 4, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 961, Denver, Colorado, and  
11-7-3439 Navajo Freight Lines, Inc.

O-T-R Dispute Paul C. Cooper and Robert C. White state: Runaround on Tractor #2095 (Brown & Dye) . We arrived Oakland 3:40 a.m., August 29, 1967 and were sent to hotel - #2095 arrived Oakland 3:53 a.m., August 29, 1967 with Trailer #7099 from Fort Wayne, Indiana with a 7,000 lb. drop for Oakland and the rest of the load to San Jose. They did not take the freight off, instead they dropped Trailer #7099 and picked up Detar #222 empty to San Jose, they picked up #8066 at San Jose for Albuquerque #3016 Trailer - Albuquerque to Denver, #2095 departed Oakland 4:57 a.m., August 29, 1967. We received 2-1/3 hour layover time which was signed for so we have 10-3/4 hours runaround due from #2095 going on to San Jose with different trailer.

Case #41.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC October 4, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 961, Denver, Colorado, and  
11-7-3440 Navajo Freight Lines, Inc.

O-T-R Virgil R. Davis and Walter Orcutt state: On trip #81825 was  
Dispute dispatched Denver to Albuquerque to Port Chicago to Oakland.  
Was in Oakland -14-3/4 hours getting wing window installed on  
right side. Due 3-3/4 hours each.

Case #14.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC September 6, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 961, Denver, Colorado, and  
11-7-3441 The Ringsby System

O-T-R Jim Graves and Clif Walton state: \$1.00 in lieu of hotel has been  
Dispute taken away since contract was signed.

Case #89.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC August 2, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 961, Denver, Colorado, and  
11-7-3442 The Ringsby System

O-T-R George C. Degney and Robert Clark state: First to arrive at  
Dispute accident scene (not involved) serious injuries, couldn't leave until  
N.H.P. and ambulance arrived. Couldn't drive off and leave  
people lying out in the sagebrush - June 18, 1967, 5:55 to  
7:15 a.m. , M.D.T.

Case # 81.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC August 2, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
11-7-3443 The Ringsby System

O-T-R R. J. Penman states: On 2/8/67, Mr. Ireland and I were dispatched  
Dispute to Sacramento, California with trailer #9-305 with a SLC drop.  
We arrived at Sacramento 2/9/67, 8:54 o'clock. Were dispatched  
on to Stockton 1900 o'clock, taking the same trailer with the same  
load. Had been drop at Sacramento of approximately 2,000 lbs.  
We used the same pro number from Denver to Sacramento and then  
on to Stockton. I am asking for 10-1/2 hours of abusive use of free  
time in Sacramento because we know that this trailer sat there all  
this time waiting to go on to Stockton.

Case #47.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC August 2, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 287, San Jose, California, and  
8-7-3254 Encinal Terminals

Discharge Union is protesting the discharge of Beard for recklessness  
resulting in a serious accident while on duty on March 2, 1967.

Case #CB-2100.

JSC Motion: That the discharge be sustained.

Deadlocked California Bay JSC May 16, 1967.

August, 1967 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 692, Long Beach, California, and  
8-7-3258 Harbor Truck Lines

Discharge Local 692 takes the position that John L. Johnson was unjustly  
dismissed. We ask he be returned to work with full seniority  
and compensation for all time lost.

Case #SC-6-7-9338.

JSC Motion: That the discharge of John L. Johnson be  
reduced to a suspension and that Mr. Johnson be returned  
to work on August 14, 1967 with full seniority.

Deadlocked Southern California JSC June 5, 1967.

August, 1967 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California, and  
11-7-3444 Navajo Freight Lines

Termination

The Union feels that the Company made a private agreement with the employee (Ricardo Navarro). Union requesting that this be null and void in accordance with the contract.

The Employer's position is that the employee gave Company a signed resignation.

Case # LD-3347.

Joint Council #7 Labor-Management Committee Motion: That based on a written resignation, this case is improperly before the committee.

Deadlocked Joint Council #7 Labor-Management Committee  
October 5, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # 11-7-3445 Local 81, Portland, Oregon, and Pacific Intermountain Express

Termination Protest of the discharge of John L. Dickson for accident which occurred on September 8, 1967.

The Company contends that on the afternoon of September 8, 1967, at approximately 12:15 or 12:30 , an aircraft engine was lost from a flatbed being operated by Mr. Dickson out by International Airport. The engine was dropped and came to rest against a fence owned by the Port of Portland. Due to extreme negligence this was lost off the flatbed, because it was not secured and equipment could have been borrowed.

Case #934.

JSC Motion: That the discharge be changed to a warning letter and the man returned to work with no back pay.

Deadlocked Oregon JSC October 2, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
11-7-3446 Portland - Seattle Freight Lines

Termination The Union contends that there is a clause in the contract that states when a man is hired for vacation replacement the Union must be notified. If the Company and Union agrees, then the man gains no seniority. The Union agrees that the Company can hire vacation replacements for June, July and August, and the Company could send form letter showing who replaced whom, but the Company did not send a letter to the Union on Robert Miller. The Union also contends that when men are hired for vacation replacements that the first hired should have first opportunity to qualify for regular employment. On the back of Mr. Miller's timecard there was a notation saying vacation replacement for James Wellington. Mr. Miller said he thought that Mr. Wellington was working at that time. Mr. Miller worked from August 21, 1967, to August 26, 1967, which is 5 days over time. The Union believes that the man was a regular employee after he worked 12 days; that Mr. Miller is entitled to protection of the contract; that he should have seniority date after the 11th calendar day, and the seniority date reverts to the first day worked. He got 11 days in September, so as a probationary employee this case is proper before this committee.

The Union's position is that the wording in Article 3, Section 2, stating employee means any man who is on the payroll of the Company for 30 days.

The Union is protesting the discharge of Robert Miller.

Case #936.

JSC Motion: That the Union's position be upheld and the man be put back to work.

Deadlocked Oregon JSC October 2, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # 11-7-3447 Local 85, San Francisco, California, and Hills Transportation Company

Discharge Local 85 protests the discharge of Robert Clary and requests that he remain on the job with no loss of pay or seniority.

Case #LD-3318.

Joint Council #7 Labor-Management Committee Motion: That this case is improperly before the committee because of the untimeliness due to the withdrawal and refiling of this case.

Deadlocked Joint Council #7 Labor-Management Committee October 5, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 85, San Francisco, California, and  
11-7-3448 Hills Transportation Company

Discharge Local 85 is protesting the discharge of Harry Wilson and requests  
that he remain on the job with no loss of pay or seniority.

Case # LD-3319.

Joint Council #7 Labor-Management Committee Motion: That  
this case is improperly before the committee because of the  
untimeliness due to the withdrawal and refiling of this case.

Deadlocked Joint Council #7 Labor-Management Committee  
October 5, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #            Local 85, San Francisco, California, and  
11-7-3449        Willig Freight Lines

Discharge        The Union protests the termination of Raymond Stevens.  
Case #CB-2265.

JSC Motion:     That the discharge be denied.

Deadlocked California Bay JSC September 19, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 180, Los Angeles, California, and  
11-7-3450 Transcon Lines

**Discharges** Due to the fact that the situation which brought about the termination of several Local 180 members by Transcon Lines happened in Oklahoma City and we had no knowledge of what transpired, also because we did not have sufficient time to ascertain the information pertinent to each individual without our filing being untimely, we submitted a blanket grievance covering all our members on which we had termination notices. Since that time three of the men have been returned to work based on the merits of their particular cases and we have more information at this time. Each of the remaining cases are different in some respect one from the other, therefore, we request permission to file amended grievances on each man and have their cases heard separately.

We feel that Walter S. Benjamin, Charles D. Morse and Miles Hamper were unjustly terminated and that the facts of their cases will confirm our contention, therefore, we request that they be reinstated with full seniority and other benefits and be compensated for all time lost.

Case #SC-9-(7)-7-9686.

JSC Motion: That Benjamin, Hamper and Morse be returned to work with full seniority and compensated for all time lost.

Deadlocked Southern California JSC September 11, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 208, Los Angeles, California, and  
11-7-3451 Pacific Motor Trucking Company

Discharge Local 208 on behalf of J. Martinez protests issuance of termination notice dated August 28, 1967 alleging "dishonesty" requesting that he be reinstated with his full seniority and compensated for all time lost.

Case #SC-9-7-10103.

JSC Motion: That J. Martinez be returned to work with full seniority and no compensation for time lost.

Deadlocked Southern California JSC September 15, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 208, Los Angeles, California, and  
11-7-3452 Signal Trucking Service, Ltd.

Discharge The Local Union protests the termination of George Lindsey dated September 12, 1967. The Union submits that this termination is unfair, unjust, unreasonable as well as being improper.

The Local therefore requests the reinstatement of Lindsey together with all seniority benefits and compensation for all time lost.

Case #SC-10-7-10304.

JSC Motion: That George Lindsey be returned to work with full seniority and no compensation for time lost.

Deadlocked Southern California JSC October 6, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 357, Los Angeles, California, and  
11-7-3453 T.I.M.E. Freight Lines

Discharge Complaint by Caballero: "I was checking interline and Foreman, Fugate, told me to start loading Atlanta and Memphis trucks. It was my coffee break and Company said I refused to work, but I did not. He told me to go home, that I was fired. I hereby request to be reinstated with full seniority and to be paid for all time lost due to this unjust termination.

Case #SC-9-7-10104.

JSC Motion: That Fernando Caballero be returned to work with full seniority and compensated for all time lost.

Deadlocked Southern California JSC September 13, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 467, San Bernardino, California, and  
11-7-3454 Allyn Transportation Co.

Discharge Union protests discharge of Stanley E. Stevens and requests  
he be returned to work with full seniority and compensation for  
all time lost.

Union claims no warning notice in effect. Union claims there  
is work available outside the work of Kaiser that this man could  
perform for the Company.

Company claims man was terminated August 29, 1967, for failure  
to comply with Kaiser Steel safety regulations. Driver had  
previous verbal warnings by Kaiser and finally was barred from  
the plant. This is the only work he does. Man employed one year  
with Company.

Case #T-97-819.

JSC Motion: That Stevens be reinstated to his job with full  
seniority and be paid for all time lost.

Deadlocked California-Arizona Joint State Tank Committee  
(no date of action given.)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 467 San Bernardino, California, and  
11-7-3455 Watson-Wilson Yellow Transit

Discharge The Company discharged Mr. Rohm on September 3, 1967 claiming reckless driving involving a preventable accident. No prior Warning Notice in effect. We ask that Mr. Rohm be returned to work with full seniority and without loss of pay.

Case #SC-10-7-10117.

JSC Motion: That the discharge of Raymond Rohm be sustained.

Deadlocked Southern California JSC October 2, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 180, Los Angeles, California, and  
11-7-3456 Transcon Lines

Warning Letter Local 180 takes the position that the warning notices issued to the drivers listed below with reference to their alleged participation in an unauthorized work stoppage are unjustified and facts of the situation will support our contention that these letters should be rescinded.

Charles G. Davis	Herman F. Brown
Roy L. Nash	Don W. Peacock
David F. Weeden	Lloyd Whittacre

Case #SC-9-(7)-7-9687.

JSC Motion: That the warning notices issued to C.G. Davis, H. F. Brown, R. L. Nash, D. W. Peacock, D. F. Weeden and Lloyd Whittacre be sustained.

Deadlocked Southern California JSC September 12, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 186, Santa Barbara, California, and  
11-7-3457 Imperial Truck Lines, Inc.

Warning Protest of warning notice dated August 7, 1967 to Arthur McBride.  
Letter

Case #SC-9-7-9927.

JSC Motion: That the warning notice issued to Arthur  
McBride be withdrawn.

Deadlocked Southern California JSC September 11, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 190, Billings, Montana, and  
11-7-3458 Garrett Freightlines

Warning Local 190 protests warning letter issued to Don Jacobson and  
Letter request same be removed from his file.

Union read for the benefit of the committee a statement by driver Don Jacobson which alleged defective hitch on the second trailer. Pictures of the hitch and trailer were also shown to the committee. It was the position of the Union that the warning letter was not justified as the accident was not the drivers fault. The Highway Patrol did not issue a citation and stated that the accident was caused by normal wear and tear of the trailer hitch.

Case #M-735.

JSC Motion: That in Case M-735 the warning letter be withdrawn from the file of Don Jacobson.

Deadlocked Montana JSC August 25, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 235, Orange, California, and  
11-7-3459 Schaldach Truck Lines

Warning Letter This involves Roy Abbott. We do not believe the warning notice should have been issued to him.

Case #SC-8-7-9757.

JSC Motion: That the warning letter for failure to follow instructions in regard to fueling in the yard be sustained, and the balance of the warning notice be withdrawn.

Deadlocked Southern California JSC August 7, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 357, Los Angeles, California, and  
11-7-3460 Transcon Lines

Warning Letters We wish to protest warning notices issued on August 21, 1967  
to the following, and request they be removed from their records.

Raymond A. Cota	Lloyd O. Scott
Louis J. Anderson	Arthur H. Lussow
George R. Fuller	

Case #SC-10-7-10166.

JSC Motion: That the warning notices issued to R. D. Cota,  
L. O. Scott, L. J. Anderson, A. H. Lussow and G. R. Fuller  
be withdrawn.

Deadlocked Southern California JSC October 3, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 396, Los Angeles, California, and  
11-7-3461 Di Salvo Trucking Company

Warning Local 396 on behalf of Willis McKinney are protesting warning  
Letter notice issued September 15, 1967.

Case #SC-10-7-10169.

JSC Motion: That the warning notice issued to Willis McKinney  
be sustained.

Deadlocked Southern California JSC October 3, 1967.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #                      Local 983, Pocatello, Idaho, and  
11-7-3462                      Garrett Freightlines, Inc.

Warning                      John Evans, a Pocatello based sleeper driver, arrived at his lay  
Letter                      point at Emeryville and was relieved from duty. He signed for  
                                 8 hours off and thereafter was given a dispatch within four hours  
                                 of his arrival time, the Company agreeing to pay for all time at  
                                 the lay point. When he refused the call, stating that he wanted  
                                 8 hours off, the Company's Pocatello terminal manager, by  
                                 telephone, directed him to take the trip and he refused. The  
                                 Company issued a warning notice for this refusal.

It is the Union's position that the driver has the right to refuse  
the dispatch and claim the 8 hours off.

It is the Company's position that under the new language of  
Article 54, Section 11 of the Over-The-Road Supplement that  
the Company can require a driver to take a call even though he  
has signed for 8, if the Company pays for all time at the lay  
point.

Case #1043 (Aug. 67-6).

JSC Motion: That based on the new language in Article 54  
Section 11 of the OTR Supplement, the warning notice be upheld.

Deadlocked Utah-Idaho JSC August 25, 1967.